

Registered Mail #**RF438603559US** — Dated: **02/12/2025**

1 Brian Victor Charles, *sui juris, In Propria Persona.*
2 C/o PO Box 1422
3 Marion, South Carolina [29571]
non-domestic *without* the United States

4 Attorney-In-Fact, Executor, Authorized
5 Representative, and **Secured Party** for Plaintiff(s)
6 TMBRIAN VICTOR CHARLES© ESTATE,
TMBRIAN VICTOR CHARLES©

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8 **UNITED STATES DISTRICT COURT FOR**
9 **THE DISTRICT OF SOUTH CAROLINA**

10 TMBRIAN VICTOR CHARLES© ESTATE,
11 TMBRIAN VICTOR CHARLES©,

12 Plaintiff(s),

13 *vs.*
14 Birgit Boehm,
Sebastian Mackensen,
John Minshew,
Joey Vause,
BMW FINANCIAL SERVICES NA, LLC,
BMW OF NORTH AMERICA,
BMW VEHICLE OWNER TRUST 2020-A,
BMW FLORENCE,
Does 1-100 Inclusive,

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18 Defendant(s).

Case No.:

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VERIFIED COMPLAINT FOR:

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1 Fact, **Brian-Victor: Charles**, who is proceeding *sui juris, In Propria Persona*, and by
2 **Special Limited Appearance.** **Brian** is a **natural freeborn Sovereign** and state Citizen
3 of New York **the republic** in its **De'jure** capacity as one of the several states of the
4 Union 1789. This incidentally makes them both a **national** American Citizen of the
5 republic as per the **De'Jure Constitution for the United States 1777/1789.**
6 Plaintiffs, acting through their Attorney(s)-in-Fact, assert their *unalienable* right to
7 **contract**, as secured by **Article I, Section 10 of the Constitution**, which states: "**No**
8 **State shall... pass any Law impairing the Obligation of Contracts.**" and thus which
9 **prohibits** states from impairing the obligation of **contracts**. This clause
10 **unequivocally** prohibits states from impairing the obligation of contracts, including
11 but not limited to, a trust and contract agreement as an '*Attorney-In-Fact*,' and any
12 private contract existing between Plaintiffs and Defendants. A true and correct copy
13 of the '*Affidavit: Power of Attorney In Fact*,' is attached hereto as **Exhibit A** and
14 incorporated herein by reference.

15 Plaintiffs further rely on their inherent rights under the **Constitution** and the
16 common law – rights that predate the formation of the state and remain
17 safeguarded by due process of law

18 **I. Constitutional Basis:**

19 Plaintiffs assert that their private rights are secured and protected under the
20 **Constitution, common law, and exclusive equity**, which govern their ability to
21 freely contract and protect their property and interests..

22 Plaintiffs respectfully assert and affirm:

- 23 • "The individual may stand upon his constitutional rights as a citizen. He is
24 entitled to carry on his **private business** in his own way. **His power to**
25 **contract is unlimited.** He owes no such duty [to submit his books and papers
26 for an examination] to the State, since he receives nothing therefrom, beyond
27 the protection of his life and property. His rights are such as existed by the
28 law of the land [Common Law] long antecedent to the organization of the

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1 State, and can only be taken from him by due process of law, and in
2 accordance with the Constitution. Among his rights are a refusal to
3 incriminate himself, and the immunity of himself and his property from
4 arrest or seizure except under a warrant of the law. He owes nothing to the
5 public so long as he does not trespass upon their rights." (*Hale v. Henkel*, 201
6 U.S. 43, 47 [1905]).

- 7 • "The claim and exercise of a constitutional **right** cannot be converted into a
8 crime." – *Miller v. U.S.*, 230 F 2d 486, 489.
- 9 • "Where **rights** secured by the Constitution are involved, **there can be no rule**
10 **making or legislation** which would abrogate them." – *Miranda v. Arizona*,
11 384 U.S.
- 12 • "There can be no sanction or penalty imposed upon one because of this
13 exercise of constitutional **rights**." – *Sherar v. Cullen*, 481 F. 945.
- 14 • "A law repugnant to the Constitution is **void**." – *Marbury v. Madison*, 5 U.S.
15 (1 Cranch) 137, 177 (1803).
- 16 • "It is not the duty of the citizen to surrender his rights, liberties, and
17 immunities under the guise of police power or any other governmental
18 power." – *Miranda v. Arizona*, 384 U.S. 436, 491 (1966).
- 19 • "An unconstitutional act is not law; it confers no rights; it imposes no duties;
20 affords no protection; it creates no office; it is, in legal contemplation, as
21 inoperative as though it had never been passed." – *Norton v. Shelby County*,
22 118 U.S. 425, 442 (1886).
- 23 • "No one is bound to obey an unconstitutional law, and no courts are bound to
24 enforce it." – *16 Am. Jur. 2d, Sec. 177, Late Am. Jur. 2d, Sec. 256*.
- 25 • "Sovereignty itself remains with the people, by whom and for whom all
26 government exists and acts." – *Yick Wo v. Hopkins*, 118 U.S. 356, 370 (1886).

27 **II. Supremacy Clause**

28 Plaintiffs respectfully assert and affirm that:

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- 1 • The Supremacy Clause of the Constitution of the United States (Article VI,
2 Clause 2) establishes that the Constitution, federal laws made pursuant to
3 it, and treaties made under its authority, constitute the "supreme Law of the
4 Land", and thus take priority over any conflicting state laws. It provides
5 that state courts are bound by, and state constitutions subordinate to, the
6 supreme law. However, federal statutes and treaties must be within the
7 parameters of the Constitution; **that is, they must be pursuant to** the federal
8 government's **enumerated powers**, and **not violate other constitutional**
9 **limits on federal power** ... As a constitutional provision identifying the
10 supremacy of federal law, the Supremacy Clause assumes the underlying
11 priority of federal authority, **albeit only when that authority is expressed in**
12 **the Constitution itself; no matter what** the federal or state governments
13 **might wish to do**, they **must** stay within the boundaries of the **Constitution**.

14 Plaintiffs sue Defendant(s) and assert as **established, considered, agreed** and
15 **admitted** by Defendants:

16 1. Plaintiffs, ™BRIAN VICTOR CHARLES© ESTATE, ™BRIAN VICTOR
17 CHARLES©, (collectively referred to as "Plaintiffs") are the holders in due
18 course' of all assets, intangible and tangible, hold allodial title to all assets,
19 and are each **foreign** to the 'United States, which is a federal corporation, as
20 evidenced by 28 U.S. Code § 3002, and are **not** subject to its jurisdiction
21 thereof.

22 2. Plaintiff(s) is/are **undisputedly** the Real Party(ies) in Interest, holder(s)
23 in due course, Creditor(s), and hold allodial tittle to **any and all** assets,
24 registered or unregistered, tangible or intangible.

25 3. Plaintiffs are the **holder(s) in due course** of **all** assets, tangible and
26 intangible, registered and unregistered, in accordance with U.C.C. § 3-302.

27 4. Plaintiffs all have explicitly reserved **all** of their rights, also in
28 accordance with U.C.C. § 1-308, **and have waive** **none**.

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1 5. Plaintiffs alone undisputedly have exclusive, sole, and **complete standing.**

2 **III. Defendants**

3 6. Defendant(s), Birgit Boehm, Sebastian Mackensen, John Minshew, Joey
4 Vause, BMW FINANCIAL SERVICES NA, LLC, BMW OF NORTH
5 AMERICA, BMW VEHICLE OWNER TRUST 2020-A, BMW FLORENCE,
6 and/or *Does 1-100 Inclusive*, according to Law and Statute, are each a
7 'person,' and/or 'trust' and/or 'individual,' and/or 'bank' as defined by 26
8 U.S. Code § 7701(a)(1), U.C.C. §§ 1-201 and 4-105, 26 U.S. Code § 581, and 12
9 U.S. Code § 221a, and/or a 'financial institution,' as defined by 18 U.S. Code
10 § 20 - Financial institution defined, and Defendants are **engaged in interstate
commerce**, and/or doing business in Florence County, South Carolina.

11 7. Defendants are undisputedly the **DEBTORS** in this matter.

12 8. Defendants are undisputedly NOT the CREDITOR(S), or an ASSIGNEE(S) of
13 the CREDITOR(S), in this matter.

14 9. Defendants do NOT have power of attorney in any way.

15 10. Defendants do NOT have any standing.

16 **IV. Unknown Defendants (Does 1-100)**

17 11. Plaintiffs do not know the true names of Defendants **Does 1 through 100**, inclusive,
18 and therefore sue them by those fictitious names. Their true names and capacities are
19 unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will
20 amend this complaint by inserting their true names and capacities herein. Plaintiff is
21 informed and believes and thereon alleges that each of these unknown and fictitiously
22 named Defendant(s) claim some right, title, estate, lien, or interest in the hereinafter-
23 described real property adverse to Plaintiff's title, and that their claims, and each of them,
24 constitute a cloud on Plaintiff's title to that real property.

25 **V. DESCRIPTION OF STOLEN PRIVATE TRUST PROPERTY**

26 12. This action affects robbery, theft, and unlawful possession of and title to the
27 private Trust property (herein referred to as "private property" and/or "subject

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1 property") situated in the county of Marion County, South Carolina, commonly
2 described as a **2020 BMW M550i xDrive Sedan, VIN# WBAJS7C05LCE13604**,
3 hereinafter referred to as the "Property," and **all** bonds, securities, Federal Reserve
4 Notes, assets, tangible and intangible, registered and unregistered, and more
5 particularly described in the Authentic UCC1 filing and NOTICE #240820-1227141
6 **and UCC3 filing and NOTICE #240909-1746112**, all Filed in the Office of Secretary
7 of State State Of South Carolina. Attached hereto as **Exhibits B and C** respectively,
8 and incorporated herein by reference.

9 13. This action **also** affected *any and all* titles, investments, interests, principal
10 amounts, **credits**, funds, assets, bonds, Federal Reserve Notes, notes, bills of
11 exchange, entitlements, negotiable instruments, or similar collateralized,
12 hypothecated, and/or securitized items in any manner tied to Plaintiffs' signature,
13 promise to pay, order to pay, endorsement, credits, authorization, or comparable
14 actions (collectively referred to hereinafter as "Assets").

15 14. Defendants have conspired together and illegally, unlawfully, and
16 unconstitutionally stolen the private property.

17 VI. STANDING

18 7. Plaintiffs are undisputedly the Real Party(ies) in Interest, holder(s) in due
19 course, Creditor(s), and hold allodial title to **any and all** assets, registered or
20 unregistered, tangible or intangible, in accordance with contract law, principles,
21 **common law, exclusive equity**, the right to equitable subrogation, and the U.C.C.
22 (Uniform Commercial Code). This is further evidenced by the following UCC
23 filings, all duly filed in the Office of the Secretary of State, State of Nevada: **UCC1**
24 **filing and NOTICE #240820-1227141 and UCC3 filing and NOTICE**
25 **#240909-1746112** (Exhibits B and C), and in accordance with UCC §§ 3-302, 9-105,
26 and 9-509.

27 8. **Plaintiffs'** contracted Attorney-In-Fact, Executor, and Authorized
28 Representative is Brian Victor Charles, as evidenced by the 'Affidavit: Power of

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1 Attorney in Fact,' attached hereto as **Exhibit A**, and incorporated herein by
2 reference.

3 9. Plaintiffs maintain **exclusive and sole standing** in relation to said assets
4 and their interests, as duly recorded and affirmed by these filing.

5 10. Plaintiff(s) alone possess(es) ***exclusive equity***.

6 11. Defendants do **NOT** have **any** valid interest or standing.

7 12. Defendants do **NOT** have a valid claim to the 'Property', or any of the
8 respective Assets, registered and unregistered, tangible and intangible.

9 **VII. 'state Citizen' vs 'citizen of the United States'**

10 13. "The fourteenth amendment **creates and defines** citizenship of the **United**
11 **States**. It had long been contended, and had been held by many learned authorities,
12 and had never been judicially decided to the contrary, that there was no such thing
13 as a citizen of the **United States**, except as that condition arose from citizenship of
14 some state. No mode existed, it was said, of obtaining a citizenship of the **United**
15 **States**, except by first becoming a citizen of some state. ***This question is now at rest.***

16 The fourteenth amendment defines and declares who shall be citizens of the **United**
17 **States**, to wit, "all persons born or naturalized in the **United States**, **and** subject to
18 the jurisdiction thereof." The latter qualification was intended to exclude the
19 children of foreign representatives and the like. With this qualification, every
20 person born in the United States or naturalized is declared to be a citizen of the
21 **United States** and of the state wherein he resides." — UNITED STATES V.
22 ANTHONY. [11 Blatchf. 200; 5 Chi. Leg. News. 462, 493; 17 Int. Rev. Rec. 197; 30
23 Leg. Int. 266; 5 Leg. Op. 63; 20 Pittsb. Leg. J. 199.] Circuit Court, N. D. New York.
24 June 18, 1873.

25 14. "It is quite clear, then, that there is a citizenship of the **United States****
26 **and** a citizenship of a State, which are distinct from each other and which depend
27 upon different characteristics or circumstances in the individual." — **Slaughter**
28 **House Cases**, 83 U.S. 36 (1872).

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1 15. "We have in our political system a Government of the United States and a
2 government of each of the several States. Each one of these governments is distinct
3 from the others, and each has citizens of its own who owe it allegiance, and whose
4 rights, within its jurisdiction, it must protect. **The same person may be at the same**
5 **time a citizen of the United States and a Citizen of a State,** but his rights of
6 citizenship under one of these governments will be different from those he has
7 under the other." — Slaughter House Cases **United States vs. Cruikshank**, 92 U.S.
8 542 (1875).

9 16. "One may be a citizen of a State and yet not a citizen of the United States."
10 — Thomasson v. State, 15 Ind. 449; Cory v. Carter, 48 Ind. 327 (17 Am. R. 738);
11 McCarthy v. Froelke, 63 Ind. 507; In Re Wehlitz, 16 Wis. 443. [McDonel v. State, 90
12 Ind. 320, 323 (1883)] [underlines added].

13 17. "The first clause of the fourteenth amendment of the federal Constitution
14 made negroes citizens of the United States**, and citizens of the state in which
15 they reside, and thereby created **two classes** of citizens, one of the United States**
16 and the other of the state." — [4 Dec. Dig. '06, p. 1197, sec. 11] ["Citizens" (1906),
17 emphasis added].

18 18. "That there is a **citizenship of the United States and a citizenship of a state**,
19 and the privileges and immunities of one are not the same as the other is well
20 established by the decisions of the courts of this country." — [Tashiro v. Jordan,
21 201 Cal. 236 (1927)].

22 19. "... both before and after the Fourteenth Amendment to the federal
23 Constitution, it has not been necessary for a person to be a citizen of the United
24 States in order to be a citizen of his state." — [Crosse v. Board of Supervisors of
25 Elections]
[221 A.2d 431 (1966)].

26 20. "The privileges and immunities clause of the Fourteenth Amendment
27 protects very few rights because it neither incorporates any of the Bill of Rights
28 nor protects all rights of individual citizens. See Slaughter-House Cases, 83 U.S.

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1 (16 Wall.) 36, 21 L.Ed. 394 (1873). Instead, this provision protects only those rights
2 peculiar to being a citizen of the federal government; it does not protect those rights
3 which relate to state citizenship." — [Jones v. Temmer, 829 F.Supp. 1226 (USDC/
4 DCO 1993)]

5 21. The 1st clause of the fourteenth Amendment states: "All persons born or
6 naturalized in the United States, **and** subject to the jurisdiction thereof, are citizens
7 of the United States and the state wherein they reside."

8 22. The 1st clause of the fourteenth Amendment **does not** say: "All persons born
9 or naturalized in the United States, **are** subject to the jurisdiction thereof . . ."

10 23. The 1st clause of the fourteenth Amendment contains **two requirements** for
11 United States citizenship: **(a)** that a person be born or naturalized in the United
12 States and **(b)** that a person be subject to the jurisdiction of the United States.

13 **VIII. national/non-citizen national aka state Citizen**

14 9. The **Department of State** document, "Certificates of Non-Citizen
15 Nationality," located at <https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html>
16 says — in part — in the 3rd paragraph: "Section 101(a)(21) of the INA
17 defines the term '**national**' as 'a person owing permanent allegiance to a
18 state.' Section 101(a)(22) of the INA provides that the term '**national**' of the
19 United States' includes all U.S. citizens as well as persons who, though not
20 citizens of the United States, owe permanent allegiance to the United
21 States (**non-citizen nationals**)."

22 10. **Title 8 U.S. Code 1101(b)(22) - Definition**, expressly stipulates, "(22)The
23 term "**national** of the United States" means (A) a citizen of the United
24 States, or (B) a person who, though not a citizen of the United States, owes
25 permanent allegiance to the United States."

26 11. **22 CFR § 51.2 - Passport issued to nationals only**, stipulates: (a) A
27 passport may be issued **only** to a U.S. **national**.

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1 12. **22 CFR § 51.3 - Types of passports**, stipulates: (a) Regular passport. A
2 regular passport is issued to a **national** of the United States. (e) Passport
3 card. A passport card is issued to a **national** of the United States on the
4 same basis as a regular passport.

5 13. Attached is national's national/non-citizen national PASSPORT CARD
6 #**C35569885** and PASSPORT BOOK #**A33055780**, as defined by **22 CFR §**
7 **51.2 and 22 CFR § 51.3** and these DOCUMENTS unequivocally
8 demonstrates that the holder (Affiant) is a '**national**,' as defined by these
9 provisions. Attached hereto as **Exhibits D and E** and incorporated herein
10 by reference.

11 24. **Title 18 U.S. Code § 112 - Protection of foreign officials, official guests,**
12 **and internationally protected persons**, expressly stipulates that "foreign
13 government", "foreign official", "internationally protected person", "international
14 organization", "**national** of the United States", and "official guest" have the **same
15 meaning.**

16 25. It is **unequivocally true** that **Title 18 U.S. Code § 112 - Protection of foreign
17 officials, official guests, and internationally protected persons** expressly
18 stipulates that in addition to being a **national**, a national is **also** considered a
19 "foreign government", "foreign official", "internationally protected person",
20 "international organization", "**national** of the United States", and "official guest."

21 **IX. UNREBUTTED AFFIDAVITS, STIPULATED FACTS,
22 CONTRACT SECURITY AGREEMENT, AND
23 AUTHORIZED JUDGMENT AND LIEN**

24 26. Plaintiffs and Defendants are parties to certain Contract and Security
25 Agreements, specifically contract security agreement numbers **RF661592921US, and**
26 **RF438602920US** Each contract security agreement and/or self-executing contract
27 security agreement was received, considered, and agreed to by Defendants through
28 silent acquiescence, tacit agreement, and tacit procurement. Each contract also

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1 includes a corresponding Form 3811, which was signed as evidence of receipt. —
2 **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** (12 Pet.
3 1:25; Heb. 6:13-15;). 'He who does not deny, admits. **AN UNREBUTTED**
4 **AFFIDAVIT BECOMES THE JUDGEMENT IN COMMERCE.** (Heb. 6:16-17;).
5 'There is nothing left to resolve.' All referenced contracts and signed Forms 3811 are
6 attached hereto as **Exhibits F, G, H, and I** respectively, as follows:

- 7 • **Exhibit F:** [Contract](#) Security Agreement #**RF661592921US**.
- 8 • **Exhibit G:** Form 3811 corresponding to Exhibit F
- 9 • **Exhibit H:** [Contract](#) Security Agreement #**RF438602920US**.
- 10 • **Exhibit I:** Form 3811 corresponding to Exhibit H:

11 27. **Self-Executing Contract Security Agreements** were *received*,
12 *considered*, and *agreed* to by Defendants, acknowledging and accepting a
13 Judgement, Summary Judgement, and/or Lien Authorization (in accordance
14 with U.C.C. § 9-509), against Defendants in the amount of One Hundred Million
15 and 00/100 dollars (\$100,000,000.00), in favor of Plaintiffs.

16 28. Defendant(s) have/had a duty to respond to all of Plaintiffs' NOTICES
17 and binding CONTRACTS, and have intentionally and willfully remained silent
18 and dishonor

19 29. Defendants have *received*, *considered*, and *agreed* to all the terms of all contract
20 agreements, constituting a bona fide contract under the principles of contract law and the
21 Uniform Commercial Code (U.C.C.). Pursuant to the mailbox rule, which establishes that
22 **acceptance of an offer is effective when dispatched** (U.C.C. § 2-206. Offer and Acceptance
23 in Formation of Contract) and principles of silent acquiescence, tacit procurement, and
24 tacit agreement, the acceptance is valid. This acceptance is in alignment with the doctrine
25 of 'offer and acceptance' and the provisions of U.C.C. § 2-202, which governs the final
26 expression of the CONTRACT. Furthermore, under the U.C.C., all assets—whether
27 registered or unregistered—are held subject to the **allodial** title, with Plaintiffs maintaining
28 sole and exclusive standing over all real property, assets, securities, both tangible and

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1 intangible, registered and unregistered, as evidenced by UCC1 filing and NOTICE
2 #**240820-1227141** and UCC3 filing and NOTICE #**240909-1746112** (Exhibits B and C).

3 **X. NO AGREEMENT TO ARBITRATION AND VALIDATION**
4 **OF BINDING CONTRACT(S) UNDER U.C.C. PRINCIPLES**

5 **30. No Stipulation to Arbitration:** It is important to clarify that there is no
6 stipulation to arbitration as evidenced by the unrebutted verified commercial
7 affidavits (Exhibits F and H). These affidavits present facts that all parties have
8 agreed to. Consequently, all issues are considered settled according to the principles
9 of *res judicata*, which are further supported by **U.C.C. § 2-202, Final Written**
10 **Expression: Parol or Extrinsic Evidence.** This section states that a writing intended
11 by the parties to serve as the definitive *final* expression of their **agreement** cannot
12 be contradicted by any evidence of prior or contemporaneous agreements.

13 **31. U.C.C. § 1-103 - Enforcement of Contract and Fraud:** Under U.C.C. §
14 1-103, the Uniform Commercial Code applies to contracts unless explicitly stated
15 otherwise. This section provides that fraud, duress, or any unlawful condition does
16 **not** negate the binding nature of the contract. Therefore, the contracts in question
17 are enforceable as written, free from fraud or misrepresentation, and valid under
18 commercial law principles.

19 **32. U.C.C. § 2-204 - Formation of Contract:** As further supported by U.C.C. §
20 2-204, a contract can be formed even if the exact terms are not yet agreed upon,
21 provided that there is an intention to form a contract and an agreement on essential
22 terms. This principle affirms that the actions of the parties and the language in the
23 unrebutted affidavits constitute an agreement to the terms at hand, making
24 arbitration unnecessary.

25 **33. U.C.C. § 2-206 - Offer and Acceptance:** Additionally, U.C.C. § 2-206
26 confirms that an offeror is bound by the terms once an offer is accepted, unless the
27 offer states otherwise. The verified commercial affidavits and contract and security
28 agreements (Exhibits F and H) submitted are *prima facie* evidence that the parties

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1 have mutually agreed to the terms, thereby forming a **CONTRACT** under the
2 **principles** of offer and acceptance outlined in U.C.C. § 2-206.

3 34. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
4 verified commercial affidavits, contract agreement, and/or self-executing contract
5 security agreement(s) (Exhibits F and H), Defendants may not argue, controvert, or
6 otherwise protest the finality of the administrative findings established through the
7 unrebutted **verified commercial affidavits**. As per established legal principles and
8 **legal maxims**, once an affidavit is submitted and not rebutted, its content is
9 accepted as true, and Defendants are **estopped and barred** from contesting these
10 findings in subsequent processes, **whether administrative or judicial**.

11 35. As *considered, agreed, and stipulated* by Defendants in the unrebutted
12 verified commercial affidavits, contract agreement, and self-executing contract
13 security agreements (Exhibits F and H), Defendants or the entity they represent is/
14 **are the DEBTOR(S)** in this matter.

15 36. As *considered, agreed, and stipulated* by Defendants in the unrebutted
16 verified commercial affidavits, contract agreement, and self-executing
17 contract security agreements (Exhibits F and H), Defendants are **NOT** the
18 CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.

19 37. As *considered, agreed, and stipulated* by Defendants in the unrebutted
20 verified commercial affidavits, contract agreement, and self-executing contract
21 security agreements (Exhibits F and H), Defendants are indebted to Plaintiffs in the
22 amount of **One Hundred Million Dollars (\$100,000,000.00)**.

23 38. As *considered, agreed, and stipulated* by Defendants in the unrebutted
24 verified commercial affidavits, contract agreement, and self-executing contract
25 security agreements (Exhibits F and H), Defendants do NOT have 'standing.'

26 39. As *considered, agreed, and stipulated* by Defendants in the unrebutted
27 verified commercial affidavits, contract agreement, and self-executing contract
28 security agreements (Exhibits F and H), under **Rule 56(c) of the South Carolina**

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1 **Rules of Civil Procedure (SCRCP)**, summary judgement is appropriate when there
2 is no triable issue of material fact and the moving party is entitled to judgement as a
3 matter of law. The unrebutted verified commercial affidavits, contract agreement,
4 and/or self-executing contract security agreement(s) (Exhibits F and H) submitted
5 by Plaintiff(s) demonstrate that no triable issues of material fact remain in dispute,
6 and Plaintiffs are entitled to judgement based on the evidence presented and as a
7 *matter of law.*

8 40. As *considered, agreed, and stipulated* by Defendants in the unrebutted
9 verified commercial affidavits, contract agreement, and self-executing contract
10 security agreements (Exhibits F and H), "Statements of **fact** contained in affidavits
11 which are **not** rebutted by the opposing party's **affidavit or pleadings** may[must]
12 be accepted as **true** by the trial court." --Winsett v. Donaldson, 244 N.W.2d 355.
13 (Mich. 1976).

14 41. As *considered*, *agreed*, and *stipulated* by Defendants in the unrebutted
15 verified commercial affidavits, contract agreement, and self-executing contract
16 security agreements (Exhibits F and H), the principles of *res judicata*, *stare decisis*,
17 and **collateral estoppel** apply to the unrebutted commercial affidavits, establishing
18 that all issues are deemed settled and *cannot* be contested further. These *principles*
19 reinforce the finality of the administrative findings and support the granting of
20 summary judgement, as *a matter of law*. - '**HE WHO LEAVES THE**
21 **BATTLEFIELD FIRST LOSES BY DEFAULT.**'

XI. JUDGEMENT OF \$100,000,000.00 CONSIDERED, AGREED
TO, AND AUTHORIZED.

24 42. As *considered*, *agreed*, and *stipulated* by Defendants in the *unrebutted*
25 verified commercial affidavits, contract agreement, and self-executing contract
26 security agreements (Exhibits F and H), Defendants **fully authorize, endorse,**
27 **support**, and advocate for the entry of a UCC commercial judgment and lien in the
28 amount of **One Hundred Million Dollars (\$100,000,000.00)** against Defendants, in

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1 favor of Plaintiffs, as also evidenced by INVOICE/TRUE BILL

2 #**BMW BANK DISHON 9924** which is a part of **Exhibit J**.

3 43. As considered, agreed, and stipulated by Defendants in the unrebutted
4 verified commercial affidavits, contract agreement, and self-executing contract
5 security agreements (Exhibits F and H), should it be **deemed** necessary, the
6 Plaintiffs are fully Authorized to initiate the filing of a lien, and the seizing of
7 property to secure satisfaction of the **ADJUDGED, DECREED, AND**
8 **AUTHORIZED** sum total due to Plaintiffs of **One Hundred Million Dollars**
9 **(\$100,000,000.00)**.

10 **XII. SPECIAL DEPOSIT AND MASTER INDEMNITY BOND**

11 44. This notarized, authorized, and indorsed VERIFIED COMPLAINT itself
12 acted as a BOND and/or MONETARY INSTRUMENT, as defined by **31 U.S.**
13 **Code § 5312** and **U.C.C. § 3-104**, supplemented by the MASTER INDEMNITY
14 BOND (Exhibit S), and that the BOND also satisfies the procedural and
15 substantive requirements of **Rule 67 of the Federal Rules of Civil Procedure**.
16 **Exclusive equity** supports this claim, as it ensures that no competing claims
17 will infringe upon the Plaintiffs' established rights to this bond of and will be
18 reported on the forms 1099-A, 1099-OID, and/or 1099-B, with Plaintiff(s)
19 evidenced as the CREDITOR(S)

20 45. Janet Yellen and/or Successors and/or the Department of Treasury is the
21 registered holder and fiduciary of/for Plaintiff(s)' the private **Two Hundred**
22 **Billion Dollar (\$200,000,000,000.00 USD) 'MASTER DISCHARGE AND**
23 **INDEMNITY BOND'** #RF661592161US, which was post deposited to private post
24 registered account #RF 661 592 175 US. Said 'MASTER DISCHARGE AND
25 INDEMNITY BOND' (#RF661592161US) expressly stipulates it is "insuring,
26 underwriting, indemnifying, discharging, paying and satisfying all such account
27 holders and accounts dollar for dollar against any and all pre-existing, current and
28 future losses, costs, debts, taxes, encumbrances, deficits, deficiencies, liens,

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1 judgments, true bills, obligations of contract or performance, defaults, charges, and
2 any and all other obligations **as may exist or come to exist** during the term of this
3 Bond... Each of the said account holders and accounts **shall be severally insured,**
4 **underwritten and indemnified against any and all future Liabilities as may**
5 **appear, thereby instantly satisfying all such obligations dollar for dollar without**
6 **exception** through the above-noted Private Offset Accounts up to and including the
7 full face value of this Bond through maturity." A copy of 'MASTER DISCHARGE
8 AND INDEMNITY BOND' #RF661592161US is attached hereto as **Exhibit K** and
9 incorporated herein by reference, and **will serve as a CAUTION and/or BOND for**
10 **immediate adjustment and setoff of any and all costs associated with these**
11 **matters.**

12 **XIII. GOLD RESERVE ACT OF 1934, PUBLIC LAW 73-87, TITLE**
13 **III, SECTION 3**

14 46. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
15 verified commercial affidavits, contract agreement, and/or self-executing contract
16 security agreement(s) (Exhibits F and H), Defendants individually and collectively,
17 **fully agree** that **Gold Reserve Act of 1934, Public Law 73-87, Title III, Section 3,**
18 stipulates: "(a) *every* provision contained in or made with respect to *any* obligation
19 which purports to give the obligee a right to **require payment in gold or a**
20 **particular kind of coin or currency** of the United States, or in an amount in money
21 of the United States measured thereby, **is declared to be against** public policy. (b)
22 **Every obligation**, heretofore or hereafter incurred, **shall be discharged upon**
23 **payment, dollar for dollar, in any coin or currency** which at the time of payment is
24 legal tender for public and private debts.

25 **XIV. GENERALLY ACCEPTED AUDITING STANDARDS**
26 **(GAAS) and 12 U.S. Code §§ 83, 411, and 412**

27 47. As *considered, agreed, and stipulated* by Defendants in the unrebutted
28 verified commercial affidavits, contract agreement, and self-executing contract

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1 security agreements (Exhibits F and H), Defendants never at any time risked any of
2 their/its assets and truly only *exchanged* the GENUINE ORIGINAL PROMISSORY
3 NOTE for "credit" according to the **Federal Reserve** Generally Accepted Auditing
4 Standards (GAAS) with the FEDERAL RESERVE SYSTEM, and the applicable
5 provisions under the **Federal Reserve System** and **Title 12 U.S. Code §§ 83, 411,**
6 **and 412.**

7 48. As *considered, agreed, and stipulated* by Defendants in the *unrebutted*
8 verified commercial affidavits, contract agreement, and self-executing contract
9 security agreements (Exhibits F and H), Defendants never, at any time, risked any
10 of their own assets in the transaction. Instead, Defendants merely exchanged the
11 **GENUINE ORIGINAL PROMISSORY NOTE** provided by Plaintiffs for "credit,"
12 in accordance with the Federal Reserve's Generally Accepted Auditing Standards
13 (GAAS), and the applicable provisions under the **Federal Reserve System** and **Title**
14 **12 U.S. Code §§ 83, 411, and 412.**

15 Specifically:

16 **1. Prohibition Against Lending Bank Funds:**

17 Pursuant to **12 U.S.C. § 83 - 'Loans by bank on its own stock'**, a national
18 bank is *expressly prohibited* from lending its own capital, including its funds
19 or assets, for *any* purpose. This statutory restriction ensures that banks do not
20 risk their depositors' money or their reserve capital in loan transactions.

21 Instead, banks act as *intermediaries*, aka *money changers*, exchanging currency
22 and issuing "credit" based on MONETARY INSTRUMENTS of value
23 provided by borrowers. The Plaintiffs' promissory note served as such an
24 MONETARY INSTRUMENT of value, enabling the Defendants to *purchase*
25 *and acquire* Plaintiffs' MONETARY INSTRUMENT and then extend "credit"
26 without utilizing their own funds.

27 **12 U.S.C. § 83** provides:

28 "No national bank shall make any loan or discount on the security of the

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shares of its own capital stock. Nor shall any such association be the purchaser or holder of any such shares unless such security or purchase shall be necessary to prevent loss upon a debt previously contracted in good faith..."

While the statute focuses on preventing national banks from engaging in self-dealing with their capital stock, it also establishes the general **principle** that banks *cannot* loan their own assets or funds directly. This underscores the fact that the Plaintiffs' promissory note, not the Defendants' capital, initiated and facilitated the transaction.

2. The PROMISSORY NOTE as Collateral:

Plaintiffs' promissory note was a **negotiable instrument** under the Uniform Commercial Code (UCC), representing real value. Defendants monetized this NOTE to create "credit," rather than lending any pre-existing funds or risking their own assets. The note became **collateral** for the credit issued by Defendants, effectively making the Plaintiffs' own MONETARY INSTRUMENT/PROMISSORY NOTE the originating instrument and asset of the transaction.

3. Exchange of Equivalent Value, Not a Loan:

The transaction constituted an **exchange of currency**, whereby Plaintiffs provided the asset (the promissory note) that Defendants used to generate credit. Defendants then issued this credit to Plaintiffs, demonstrating that no traditional loan of pre-existing money occurred. Plaintiffs' promissory note became the basis for the issuance of credit in compliance with **12 U.S.C. § 411**, which governs the issuance of Federal Reserve Notes as obligations of the United States, backed by collateral.

4. Unjust Enrichment and Fraudulent Misrepresentation:

By accepting and monetizing Plaintiffs' promissory note, Defendants obtained the full value of the alleged loan at the outset, while failing to

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1 disclose that no actual funds of their own were provided. Defendants'
2 retention of the note without returning equivalent collateral or funds
3 constitutes **unjust enrichment**. Furthermore, their failure to disclose the true
4 nature of the transaction represents **fraudulent misrepresentation**, as
5 Plaintiffs were led to believe that Defendants provided a traditional loan.

6 **5. Legal and Financial Implications:**

7 The Plaintiffs' promissory note created the very credit extended to them,
8 meaning that Plaintiffs have already provided the full value of the alleged
9 loan. Consequently, no genuine debt exists between Plaintiffs and
10 Defendants. Under the principles of equity and commercial law, the
11 transaction must be treated as satisfied by the Plaintiffs' provision of the
12 promissory note.

13 Defendants' reliance on the Plaintiffs' note as the originating asset further
14 establishes that Plaintiffs are the rightful creators of the credit and should not
15 be subjected to repayment obligations on funds that originated from their
16 own instrument.

17 **XV. 12 U.S.C. 1813(L)(1): THE TERM 'DEPOSIT' DEFINED**

18 49. As considered, agreed, and stipulated by Defendants in the **unrebutted**
19 verified commercial affidavits, contract agreement, and self-executing contract
20 security agreements (Exhibits F and H), as under **12 U.S.C. 1813(L)(1)**, ["]the term
21 '**deposit**' means— the unpaid balance of money or its equivalent received or held
22 by a **bank or savings association** in the usual course of business and **for which it**
23 **has given or is obligated to give credit**, either conditionally or unconditionally, to a
24 commercial, checking, savings, time, or thrift account, or which is evidenced by its
25 certificate of **deposit**, thrift certificate, investment certificate, certificate of
26 indebtedness, or other similar name, or a check or draft drawn against
27 a deposit account and certified by the bank or savings association, or a letter of
28 credit or a traveler's check on which the bank or savings association is primarily

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1 liable: Provided, That, without limiting the generality of the term “**money or its**
2 **equivalent**”, **any such account or instrument must be regarded as evidencing** the
3 receipt of the **equivalent of money** when credited or issued in exchange for checks
4 or drafts **or** for a **promissory note** upon which the person obtaining any such **credit**
5 or instrument is primarily or secondarily liable, **or** for a charge against
6 a deposit account, **or** in settlement of **checks, drafts**, or other instruments
7 forwarded to such bank or savings association for collection.”]

8 50. As considered, agreed, and stipulated by Defendants in the **unrebutted**
9 verified commercial affidavits, contract agreement, and self-executing contract
10 security agreements (Exhibits F and H), Defendants individually and collectively,
11 **fully agree** that **Under Title 12 U.S.C. 1813(L)(1)** when the purported borrower
12 gives, deposits, or surrenders or the subsequent **supposed** loan owner obtains the
13 PROMISSORY NOTE, it becomes a CASH ITEM and Defendant(s), and/or their
14 Corporation, parent Corporation and other subsidiaries are required to give the
15 **purported** borrower a **CASH RECEIPT**. The deposit of Plaintiff’s promissory note
16 was made to a demand deposit account Defendant(s), and/or their Corporation,
17 parent Corporation and other subsidiaries are required to show it on THEIR books,
18 but **instead YOU/THEY do an offset entry and intentionally fail** to give the
19 **purported borrower and/or Affiant a CASH RECEIPT**.

20 51. As considered, agreed, and stipulated by Defendants in the **unrebutted**
21 verified commercial affidavits, contract agreement, and self-executing contract
22 security agreements (Exhibits F and H), Defendants individually and collectively,
23 **fully agree** that Plaintiff(s) is/are the Creditor(s) and the source of all equity used for
24 the acquisition of the Property, and the holder in due course of all assets, as
25 evidenced by **UCC1 filing and NOTICE #240820-1227141 and UCC3 filing and**
26 **NOTICE #240909-1746112** (Exhibits B and C).

27 52. As considered, agreed, and stipulated by Defendants in the **unrebutted**
28 verified commercial affidavits, contract agreement, and self-executing contract

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1 security agreements (Exhibits F and H), the forms 1099-A and 1099-OID have been
2 filed and Accepted by the Internal Revenue Service, correctly and appropriately
3 listing Plaintiff(s) as "LENDER" and "PAYER," and Defendant(s) as BORROWER
4 and "RECIPIENT," indicating discharge, settlement and satisfaction of any
5 **purported** obligation. Each form is attached hereto as **Exhibits M and N**
6 respectively, as follows:

- 7 • **Exhibit L:** 2024 form 1099-OID, for \$100,000.00
8 • **Exhibit M:** 2024 form 1099-A, for \$100,000.00

9 53. As considered, agreed, and stipulated by Defendants in the **unrebutted**
10 verified commercial affidavits, contract agreement, and self-executing contract
11 security agreements (Exhibits F and H), Defendant(s) has/have been **paid in full**
12 for **any purported** "contract" and/or obligation.

13 54. As considered, agreed, and stipulated by Defendants in the **unrebutted**
14 verified commercial affidavits, contract agreement, and self-executing contract
15 security agreements (Exhibits F and H), the unrebutted affidavits themselves serve
16 as ***prima facie* evidence of fraud, racketeering, conspiracy, robbery, embezzlement,**
17 **fraud, larceny, intensity theft, conspiracy, deprivation of rights under the color of**
18 **law, extortion, coercion, injury and damage to Affiant and proof of claim.** See
19 ***United States v. Kis*, 658 F.2d, 526 (7th Cir. 1981).**, "Appellee had the burden of first
20 proving its ***prima facie* case and could do so by affidavit or other evidence."**

21 55. As considered, agreed, and stipulated by Defendants in the **unrebutted**
22 verified commercial affidavits, contract agreement, and self-executing contract
23 security agreements (Exhibits F and H), Defendants have **individually and**
24 **collectively admitted the statements and claims** by TACIT PROCURATION, all
25 issues are deemed **settled RES JUDICATA, STARE DECISIS** and by
26 **COLLATERAL ESTOPPEL.**

27 **XVI. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES**
28 **(GAAP)**

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1 17. As *considered, agreed, and stipulated* by Defendants in the unrebutted
2 verified commercial affidavits, contract agreement, and self-executing contract
3 security agreements (Exhibits F and H), Defendants never at any time risked any of
4 its assets and truly only exchanged the GENUINE ORIGINAL PROMISSORY
5 NOTE for “credit” according to the **Generally Accepted Accounting Principles**
6 (**GAAP**). ‘Banks’ are required to adhere Generally Accepted Accounting Principles
7 and as evidenced by, **12 U.S.C 1831n - ‘Accounting objectives, standards, and**
8 **requirements’**: [“](2) Standards (A)Uniform accounting principles consistent with
9 **GAAP** Subject to the requirements of this chapter and any other provision of
10 Federal law, the accounting principles applicable to reports or statements required
11 to be filed with Federal banking agencies by all **insured depository institutions** shall
12 be uniform and consistent with generally accepted accounting principles.[”]

13 18. As *considered, agreed, and stipulated* by Defendants in the unrebutted verified
14 commercial affidavits, contract agreement, and self-executing contract security agreements
15 (Exhibits F and H), **GAAP** follows an accounting convention that lies at the heart of the
16 **double-entry bookkeeping system** called the **Matching Principle**. This principle works
17 are follows: when a bank accepts bullion, coin, currency, drafts, promissory notes, or any
18 other similar instruments (hereinafter “instruments”) from customers and deposits or
19 records the instruments as assets, it must record offsetting liabilities that match the assets
20 that it accepted from customers. The **liabilities represent the amounts that the bank owes**
21 **the customers**, funds accepted from customers. If a fractional reserve banking system like
22 the United States banking system, most of the funds advanced to borrowers (assets held by
23 banks) are created by the banks, once they purchase/acquire the TRUE Creditor’s Asset
24 (NOTE, ORDER, DRAFT, LETTER OF CREDIT, MONEY ORDER, SECURITY, ETC.) and
25 are not merely transferred from one set of depositors to another set of borrowers. Said
26 Asset remains an Asset to Plaintiffs.

27 19. As *considered, agreed, and stipulated* by Defendants in the unrebutted verified
28 commercial affidavits, contract agreement, and self-executing contract security agreements

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1 (Exhibits F and H), GAAP is **intended to ensure consistency among financial records,**
2 **financial transparency, and protection from fraud or misleading company reports.**

3 //

4 **XVII. SUMMARY JUDGMENT IS DUE AS A MATTER OF LAW**

5 20. Under **Rule 56(c)** of the South Carolina Rules of Civil Procedure (SCRCP),
6 summary judgment is appropriate when "there is no genuine issue as to any
7 material fact and the moving party is entitled to judgment as a matter of law." The
8 undisputed facts of this case, as evidenced by the **unrebutted** affidavits submitted
9 by Plaintiffs, demonstrate that no genuine issues of material fact remain, and
10 judgment should therefore be rendered in Plaintiffs' favor as **a matter of law**.

11 21. Defendants have failed to controvert or respond to Plaintiffs' verified
12 affidavits with competent evidence, thereby rendering the affidavits conclusive and
13 binding under both statutory and case law, *res judicata, stare decisis, collateral*
14 *estoppel*.

15 22. **Unrebutted Affidavits Establish No Disputed Facts:** Plaintiffs' affidavits
16 were submitted in good faith and stand as truth in commerce. These affidavits were
17 served upon Defendants, providing sufficient notice and opportunity to rebut or
18 contest the assertions therein. Defendants' failure to respond or dispute the
19 affidavits results in a legal presumption of their validity. As a matter of law, an
20 affidavit that is unrebutted is deemed admitted and undisputed, thereby
21 precluding any triable issue of fact.

- 22 • Pursuant to **Res Judicata**, the unrebutted affidavits have the same force
23 and effect as a **judgment** and are now binding upon Defendants.
- 24 • Under the principle of **Stare Decisis**, binding precedent affirms that
25 undisputed affidavits establish facts conclusively in a civil proceeding.
- 26 • **Collateral Estoppel** bars Defendants from re-litigating any issue
27 previously resolved by the unrebutted affidavits, as they have failed to
28 raise a substantive dispute within the prescribed timeframes.

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1 **23. Defendants' Failure to Produce Contradictory Evidence:**

2 Defendants have neither provided competent evidence to dispute Plaintiffs' claims
3 nor identified any material fact requiring trial. Plaintiffs' affidavits, contracts, and
4 supporting documents (attached hereto as Exhibits F and H) collectively establish
5 the absence of any genuine dispute. Without contradictory evidence or a triable
6 issue, Plaintiffs are entitled to judgment as a matter of law.

7 **24. Judicially Recognized Finality of Affidavits:** Courts have long held that
8 when affidavits are left unrebutted, they stand as truth and are accepted as fact. See
9 **Morris v. National Cash Register Co., 44 Cal.App.2d 811, 813 (1941)**, which
10 confirms that undisputed evidence is sufficient to warrant summary judgment.
11 Additionally, under Federal and State Rules of Evidence, facts established by
12 affidavit are considered *binding* when no counter-affidavit is provided.

13 Plaintiffs have demonstrated that all material facts are undisputed, and the
14 applicable law mandates judgment in their favor. Based on the evidence presented,
15 and pursuant to **Rule 56(c) of the South Carolina Rules of Civil Procedure**
16 (**SCRCP**), Plaintiffs respectfully request and demand that the Court grant summary
17 judgment in their favor as a matter of law.

18 **26. Supported by Principles of Equity and Law:**

- 19 • **Equity:** It would be inequitable to allow Defendants to delay proceedings
20 when they have failed to rebut or contest the factual assertions of
21 Plaintiffs' affidavits.
- 22 • **Law:** Plaintiffs have satisfied the procedural and substantive requirements
23 for summary judgment, including providing sufficient admissible
24 evidence to establish their claims.

25 //

26 **XVIII. LEGAL STANDARDS, MAXIMS, AND PRECEDENT**

27 28 In support of the above claims, Plaintiffs assert the application of well-established legal standards, maxims, and precedent:

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- **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE** (12 Pet. 1:25; Heb. 6:13-15). "He who does not deny, admits."
- **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN COMMERCE** (Heb. 6:16-17). "There is nothing left to resolve."
- **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT** (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5:12).
- **IN COMMERCE, FOR ANY MATTER TO BE RESOLVED, IT MUST BE EXPRESSED** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- Legal maxim: "To lie is to go against the mind."
- **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT** (Book of Job; Mat. 10:22) -- Legal maxim: "He who does not repel a wrong when he can occasions it."
- **IN COMMERCE, TRUTH IS SOVEREIGN** (Exodus 20:16; Ps. 117:2; John 8:32; II Cor. 13:8). Truth is sovereign — and the Sovereign tells only the truth.
- **A WORKMAN IS WORTHY OF HIS HIRE.** The first of these is expressed in Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10:7; II Tim. 2:6. Legal maxim: "It is against equity for freemen not to have the free disposal of their own property."
- **ALL ARE EQUAL UNDER THE LAW** (God's Law - Moral and Natural Law). Exodus 21:23-25; Lev. 24:17-21; Deut. 1:17, 19:21; Mat. 22:36-40; Luke 10:17; Col. 3:25. "No one is above the law."
- **"Statements of fact contained in affidavits which are not rebutted by the opposing party's affidavit or pleadings may be accepted as true by the trial court."** -- Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).
- See, **Sieb's Hatcheries, Inc. v. Lindley**, 13 F.R.D. 113 (1952), "Defendant(s) made no request for an extension of time in which to answer the request

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for admission of facts and filed only an unsworn response within the time permitted," thus, under the specific provisions of Ark. and Fed. R. Civ. P. 36, the facts in question were deemed admitted as true. Failure to answer is well established in the court. **Beasley v. U.S.**, 81 F. Supp. 518 (1948), "I, therefore, hold that the requests will be considered as having been admitted." Also as previously referenced, "Statements of fact contained in affidavits which are not rebutted by the opposing party's affidavit or pleadings may[must] be accepted as true by the trial court." -- **Winsett v. Donaldson**, 244 N.W.2d 355 (Mich. 1976).

- "**Public officials are not immune from suit when they transcend their lawful authority by invading constitutional rights.**" – AFLCIO v. Woodward, 406 F2d 137.
- "**Immunity fosters neglect and breeds irresponsibility while liability promotes care and caution, which caution and care is owed by the government to its people.**" (Civil Rights) Rabon vs. Rowen Memorial Hospital, Inc., 269 N.S. 1, 13, 152 SE 1 d 485, 493.
- "**When enforcing mere statutes, judges of all courts do not act judicially (and thus are not protected by "qualified" or "limited immunity," - SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - but merely act as an extension as an agent for the involved agency – but only in a "ministerial" and not a "discretionary capacity..."** Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281 U.S. 464.
- "**Judges not only can be sued over their official acts, but could be held liable for injunctive and declaratory relief and attorney's fees.**" Lezama v. Justice Court, A025829.
- "**Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law.**" In re McCowan (1917), 177 C. 93, 170 P. 1100.

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- 1 • “All are presumed to know the law.” **San Francisco Gas Co. v.**
2 **Brickwedel** (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C.
3 182, 124 P. 817; **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln**
4 **v. Superior Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co.**
5 **v. Linnard** (1929), 98 C.A. 33, 276 P. 368.
- 6 • “It is one of the fundamental maxims of the common law that ignorance
7 of the law excuses no one.” **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
- 8 • The people, not the States, are sovereign. — **Chisholm v. Georgia**, 2
9 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).

10 //

FIRST CAUSE OF ACTION

(For Fraud Conduct and Misrepresentation against all Defendants)

13 28. Plaintiffs re-affirm and incorporate paragraphs 1 through 27 as if set forth
14 herein.

15 29. Defendants have *willfully* and *intentionally* engaged in fraudulent conduct by
16 knowingly misrepresenting material facts related to the title and authority to
17 conduct a trustee's sale. This fraudulent misconduct includes but is not limited to
18 the creation of false claims of debt, the placement of fraudulent documents in the
19 mail or other authorized depositories, and the initiation of legal proceedings devoid
20 of any lawful or legal basis.

21 30. Defendants knowingly misrepresented Plaintiffs' financial obligations,
22 fabricated debt claims, and falsely represented their authority to proceed with
23 illegal, unlawful, and unconstitutional seizure, sale of Plaintiff's private trust
24 property.

25 31. Defendants continue to engage in bad faith acts of extortion, coercion, theft,
26 and deprivation of rights under color of law. They have issued a 'Notice of Our
27 Plans to Sell Property' (Exhibit N) with the unlawful intent to deprive Plaintiffs of
28 their rightful property and financial interests.

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1 32. In furtherance of this scheme, Defendants transmitted fraudulent documents,
2 including but not limited to forged deeds and fabricated loan documents, through
3 the U.S. Postal Service and other commercial carriers, knowing that these
4 documents were false and intended to defraud Plaintiffs.

5 33. Defendant's acts of fraudulent misrepresentation and deceit as described
6 above violate Plaintiffs' private rights under various statutes that provide for a
7 private right of action. These include, but are not limited to:

- 8 • **12 U.S. Code § 2605** (Real Estate Settlement Procedures Act of 1974) –
9 Provides a private right of action for Plaintiffs when Defendants fail to
10 provide the proper disclosures and engage in fraudulent conduct in
11 connection with real estate settlements.
- 12 • **12 U.S. Code § 5601** (The Dodd-Frank Wall Street Reform and Consumer
13 Protection Act) – Allows a private right of action for Plaintiffs harmed by
14 unfair or deceptive practices by financial institutions, including fraud
15 and misrepresentation in loan servicing and repossession proceedings.
- 16 • **12 U.S. Code § 1639c** ([Truth in Lending Act, TILA](#)) – Provides a private
17 right of action for fraudulent misrepresentation or failure to disclose
18 material information regarding financial products, including mortgage
19 loans and related documents.
- 20 • **15 U.S. Code § 1692** (Fair Debt Collection Practices Act, FDCPA) –
21 Provides a private right of action for fraudulent representations and
22 unlawful debt collection practices, including fraudulent or deceptive
23 methods used to collect debts.

24 34. By *willfully* and *intentionally* engaging in the fraudulent conduct described
25 above, Defendants have violated statutory and common law protections, causing
26 Plaintiffs to suffer severe financial losses, property deprivation, loss of the pursuit
27 of life and liberty, reputational harm, and the illegal and unlawful interference with
28 their ability to lawfully conduct business.

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1 35. Defendants, by their own actions, willful silence, non-compliance, and
2 admission, have engaged in the conduct described in this complaint. As such, these
3 **facts must** be taken as true and are dispositive in this action.

4 Defendants' wrongful conduct includes but is not limited to:

- 5 • Creation of false claims of debt and fraudulent documentation in an
6 attempt to execute a trustee's sale;
- 7 • Misrepresentation of their title and authority to conduct foreclosure and/
8 or repossession and trustee's sale proceedings;
- 9 • Fraudulent use of U.S. Postal Service and commercial carriers to transmit
10 and deliver forged documents, all with the intent to deceive and defraud
11 Plaintiffs.

12 36. As a direct result of Defendants' fraudulent actions, Plaintiffs have suffered
13 significant harm, including but not limited to:

- 14 • Financial loss due to the fraudulent foreclosure and/or repossession and
15 trustee's sale;
- 16 • Deprivation of property and loss of valuable assets;
- 17 • Harm to their reputation and business interests; and
- 18 • Emotional distress and significant hardship caused by Defendants'
19 fraudulent misrepresentations.

20 37. **18 U.S. Code § 1341 - Frauds and swindles**, expressly stipulates: "whoever, having
21 devised or intending to devise **any** scheme or artifice to **defraud**, or for obtaining money
22 or **property** by means of **false** or **fraudulent pretenses, representations, or promises**, or to
23 sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure
24 for unlawful use any counterfeit or spurious coin, obligation, **security, or other article**, or
25 anything represented to be or intimated or held out to be such counterfeit or spurious
26 article, for the purpose of executing such scheme or artifice or attempting so to do, **places**
27 **in any post office** or authorized depository for mail matter, any matter or thing whatever
28 to be sent or delivered by the Postal Service, or deposits or causes to be deposited any

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1 matter or thing whatever to be sent or delivered by any private or commercial interstate
2 carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be
3 delivered by mail or such carrier according to the direction thereon, or at the place at
4 which it is directed to be delivered by the person to whom it is addressed, **any such matter**
5 **or thing, shall be fined under this title or imprisoned not more than 20 years, or both.** If
6 the violation occurs in relation to, or involving any benefit authorized, transported,
7 transmitted, transferred, disbursed, or paid in connection with, a presidentially declared
8 major disaster or emergency (as those terms are defined in section 102 of the Robert T.
9 Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), **or affects a**
10 **financial institution,** such person shall be fined not more than \$1,000,000 or imprisoned not
11 more than **30 years, or both.**"

12 **SECOND (2nd) CAUSE OF ACTION**

13 (For **Breach of Contract** against all Defendants)

14 38. Plaintiffs re-affirm and incorporate paragraphs 1 through 37 as if set
15 forth herein

16 **39. Breach of Contractual Obligations:** Defendants willfully and intentionally
17 breached contractual obligations by failing to honor the terms set forth in the
18 underlying Contract and Security Agreements between the parties.

19 **40. Nature of Defendants' Breach:** Defendants' breach includes, but is not
20 limited to, the failure to perform specified duties, the pursuit of false claims of debt,
21 and the unauthorized initiation of foreclosure and/or repossession or trustee sale
22 actions against Plaintiffs without proper contractual or legal authority.

23 **41. Violation of Agreement:** Defendants' conduct constitutes a violation of both
24 the express and implied terms of the agreement, including Defendants' obligations
25 to act in good faith and deal fairly with Plaintiffs, resulting in substantial financial
26 harm and damages to Plaintiffs.

27 **42. U.C.C. § 2-202 Compliance:** Pursuant to U.C.C. § 2-202, which establishes the
28 parol evidence rule and affirms the final written expression of a contract,

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1 Defendants are bound by the agreed-upon terms that constitute the complete and
2 exclusive statement of the agreement.

3 **43. Acceptance and Binding Agreement:** Defendants received, considered, and
4 agreed to the contract offer and final expression of the contract as defined under
5 **U.C.C.** provisions. This acceptance is evidenced through Defendants' willful and
6 intentional silent acquiescence, tacit agreement, and tacit procuration to the
7 unrebuted affidavits and contract security agreements (Exhibits F and H), affidavit
8 certificate of non-response, default, and the judgment and lien authorization, all of
9 which were duly received by Defendants.

10 **44. Obligations under U.C.C.:** Defendants' agreement to these terms thereby
11 creates binding obligations under **U.C.C. Article 2** as well as other relevant sections,
12 such as **U.C.C. §§ 1-103, 1-202, 2-204, and 2-206**. Despite these clear terms,
13 Defendants, through various improper and bad-faith actions, breached the contract
14 by failing to settle and close the account, refusing to reconvey the title free of
15 encumbrances, and neglecting to settle the debt owed to Plaintiffs.

16 **45. Failure to Cease Illegal Activities:** Defendants also failed to cease any
17 illegal, unlawful, and unconstitutional collection efforts on an undisputedly
18 fraudulent debt, engaging in conduct that included but was not limited to threats,
19 violations of Plaintiffs' rights, racketeering, paper terrorism, coercion, extortion,
20 bank fraud, monopolization of trade and commerce, restraint-of-trade violations,
21 deprivation of rights, conspiracy under color of law, breach of the implied covenant
22 of good faith and fair dealing, identity theft, and taking unreasonable positions that
23 forced Plaintiffs into litigation.

24 **46. Material Breach and Deprivation of Bargain:** This failure to perform, along with
25 the unauthorized actions, directly violates the terms and conditions of the express contract
26 security agreements. These actions constitute a material breach that has deprived Plaintiffs
27 of the benefit of their bargain, as defined under **U.C.C. § 2-202** and related provisions that
28 govern the enforceability of the final contract terms.

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1 **47. Private Right of Action:**

- 2 • Plaintiffs hereby assert a **Private Right of Action** to enforce their rights
3 under the Contract and Security Agreements, as well as the **Uniform**
4 **Commercial Code.**
5 • Plaintiffs are entitled to bring this action pursuant to **U.C.C. § 2-202**, **U.C.C. §§**
6 **1-103, 1-202**, and **2-204** to demand appropriate remedies, including but not
7 limited to compensatory damages, punitive damages, declaratory relief, and
8 equitable remedies as the Court may deem just and proper.

9 **Private Rights of Action under Embezzlement Laws:**

- 10 • Plaintiffs assert their **Private Right of Action** under **18 U.S.C. § 666** for
11 embezzlement, as well as common law embezzlement principles, for the
12 wrongful appropriation of funds and assets by Defendants.
13 • **18 U.S.C. § 666** provides a federal basis for a **Private Right of Action**
14 when Defendants have engaged in fraudulent misapplication or theft of
15 funds, particularly when those funds are derived from financial
16 institutions or governmental transactions. Plaintiffs are entitled to
17 restitution for any funds or assets misappropriated and for damages
18 caused by Defendants' fraudulent conduct, including any related losses

19 **THIRD (3rd) CAUSE OF ACTION**

20 **(For Theft, Embezzlement, and Fraudulent Misapplication of Funds**
21 **and Assets against all Defendants)**

22 48. Plaintiffs re-affirm and incorporate paragraphs 1 through 47 as if fully set
23 forth herein.

24 49. Plaintiffs affirm that Defendants engaged in illegal, unlawful,
25 unconstitutional, and **fraudulent** acts, including but not limited to:

- 26 • **Embezzling** funds and/or assets entrusted to their care;
27 • Executing illegal, unlawful, and unconstitutional foreclosure and/or
28 repossession actions without legal standing or proper authorization;

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- 1 • **Fraudulently** transferring or attempting to transfer ownership of Plaintiffs'
2 property through deceit, deception, and abuse of process;
- 3 • Creating a **fraudulent** claim of ownership and title to the property, depriving
4 Plaintiffs of their legal rights, interests, and equity.

5 50. Plaintiffs further affirm, as evidenced by Exhibits E, F, and H, Defendants,
6 including any officers, directors, agents, or employees connected to financial
7 institutions, acted in direct violation of federal law and fiduciary obligations.

8 Specifically:

9 (a) Defendants, while acting in their capacity as agents or employees of financial
10 institutions, fraudulently misapplied or embezzled funds and property entrusted to
11 their care.

12 (b) The misappropriation and subsequent **fraudulent** foreclosure and/or repossession
13 actions resulted in direct harm to Plaintiffs, including but not limited to financial loss,
14 damage to property interests, and violations of constitutional and statutory rights.

15 51. Plaintiffs affirm that Defendants' actions are actionable under federal statutes
16 providing a private right of action, including but not limited to:

- 17 • **12 U.S. Code § 503**, which allows individuals harmed by the **embezzlement**
18 or misapplication of funds to demand **civil remedies**; and
- 19 • Applicable provisions under federal and State consumer protection laws, as
20 well as property and contract law, which *prohibit* deceptive and fraudulent
21 practices in financial transactions.

22 52. Plaintiffs affirm that Defendants' actions violated fiduciary duties owed to
23 Plaintiffs as borrowers and property owners. Defendants, acting in bad faith and
24 without lawful authority, willfully misapplied funds, purloined assets, and
25 engaged in acts of *fraud*, resulting in **injury, harm, and damages** to Plaintiffs.

26 53. Plaintiffs further affirm that Defendants' conduct constitutes *willful* and
27 *intentional* violations of the law and warrants treble damages pursuant to
28 applicable statutes.

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1 54. **18 U.S. Code § 656 - Theft, embezzlement, or misapplication by bank**
2 **officer or employee**, expressly stipulates: "**Whoever**, being an officer,
3 director, agent or employee of, or connected in any capacity with any Federal
4 Reserve bank, member bank, depository institution holding company,
5 national bank, insured bank, branch or agency of a foreign bank, or
6 organization operating under section 25 or section 25(a)[1] of the Federal
7 Reserve Act, or a receiver of a national bank, insured bank, branch, agency, or
8 organization or any agent or employee of the receiver, or a Federal Reserve
9 Agent, or an agent or employee of a Federal Reserve Agent or of the Board of
10 Governors of the Federal Reserve System, **embezzles**, abstracts, purloins or
11 **willfully misapplies any of the moneys, funds or credits of such bank,**
12 branch, agency, or organization or **holding company or any moneys, funds,**
13 **assets or securities intrusted** to the custody or care of such bank, branch,
14 agency, or organization, or holding company or to the custody or care of any
15 such agent, officer, director, employee or receiver, **shall** be fined not more
16 than **\$1,000,000 or imprisoned not more than 30 years, or both**.....As used
17 in this section, the term "national bank" is synonymous with "national
18 banking association"; "member bank" means and includes any national bank,
19 state bank, or bank and trust company which has become a member of one of
20 the Federal Reserve banks; "insured bank" includes any bank, banking
21 association, trust company, savings bank, or other banking institution, the
22 deposits of which are insured by the Federal Deposit Insurance Corporation;
23 and the term "branch or agency of a foreign bank" means a branch or agency
24 described in section 20(9) of this title. For purposes of this section, the
25 term "depository institution holding company" has the meaning given such
26 term in section 3 of the Federal Deposit Insurance Act."

27 //

28 //

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1 FOURTH (4th) CAUSE OF ACTION

2 (For **Fraud, Forgery, and Unauthorized Use of Identity** against all 3 Defendants)

4 55. Plaintiffs re-affirm and incorporate paragraphs 1 through 54 as if fully set
5 forth herein.

6 56. Plaintiffs affirm that Defendants illegally, unlawfully, and unconstitutionally
7 used Plaintiffs' **identity**, including estate and trust information, *without* Plaintiffs
8 consent or authorization, for their own benefit by creating false financial
9 instruments, misrepresentations, and fraudulent claims to the subject property.

10 57. Defendants intentionally willfully, and knowingly engaged in fraudulent
11 conduct by attempting to foreclose on and encumber the subject property without
12 Plaintiffs' consent or any legal or lawful authority. In furtherance of their illegal,
13 unlawful, and unconstitutional actions, Defendants:

- 14 • Forged Plaintiffs' signature on financial documents and legal instruments;
- 15 • Obtained Plaintiffs' signature under false pretenses;
- 16 • Used these falsified and fraudulent documents to support their unlawful
17 foreclosure and/or repossession attempts and misrepresent their claims
18 of ownership or control over the subject property.

19 58. Plaintiffs affirm that Defendants' fraudulent actions, including forgery and
20 the unauthorized use of Plaintiffs' **identity**, violate **common law principles** of
21 fraud, forgery, and **identity theft**, as well as applicable state and federal statutes,
22 including but not limited to:

- 23 • **15 U.S. Code § 1681n (Fair Credit Reporting Act):** Providing a private
24 right of action for willful and knowing violations related to the misuse of
25 personal and financial information;
- 26 • **State Civil Code on Forgery or Fraudulent Misrepresentation:**
27 Prohibiting the falsification of documents and misrepresentation in
28 financial transactions and real property matters;

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- 1 • **15 U.S. Code § 1692e (Fair Debt Collection Practices Act):** Prohibiting
2 false, deceptive, or misleading representations in the collection of debts.

3 59. Plaintiffs further affirm that Defendants' conduct constitutes a willful and
4 intentional scheme to deprive Plaintiffs of their property, as follows:

- 5 • The creation of false financial instruments and forged signatures
6 demonstrates a pattern of fraudulent misrepresentation and forgery;
7 • The misuse of Plaintiffs' identity, including estate and trust information,
8 constitutes a direct violation of Plaintiffs' rights to privacy, autonomy,
9 and protection from unauthorized exploitation.

10 60. Defendants' unlawful actions have directly caused harm to Plaintiffs,
11 including:

- 12 • Loss of property value, enjoyment, and equity;
13 • Emotional distress, humiliation, mental trauma, and reputational harm;
14 • Financial expenses incurred in defending against fraudulent foreclosure
15 and/or repossession actions and restoring title to the property.

16 61. Defendants' actions rise to the level of gross and intentional misconduct,
17 warranting the imposition of treble damages pursuant to applicable civil statutes
18 and laws governing fraudulent conduct

19 62. **18 U.S. Code § 1025**, expressly stipulates: "**Whoever**, upon any waters or
20 vessel **within the special maritime and territorial jurisdiction of the United**
21 **States, by any fraud, or false pretense**, obtains from any person anything of value,
22 or procures the execution and delivery of **any instrument of writing or conveyance**
23 **of real or personal property**, or the signature of any person, as maker, endorser, or
24 guarantor, to or upon any bond, bill, receipt, promissory note, draft, or check, or
25 any other evidence of indebtedness, or fraudulently sells, barters, or disposes of
26 any bond, bill, receipt, promissory note, draft, or check, or other evidence of
27 indebtedness, for value, knowing the same to be worthless, **or knowing the**
28 **signature of the maker, endorser, or guarantor thereof to have been obtained by**

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1 any false pretenses, shall be fined under this title or imprisoned not more than
2 **five years, or both."**

3 63. **18 U.S. Code § 1028A - Aggravated identity theft**, expressly stipulates: "In
4 general.— **Whoever**, during and in relation to any felony violation enumerated in
5 subsection (c), knowingly transfers, possesses, or uses, without lawful authority, a
6 means of identification of another person shall, in addition to the punishment
7 provided for such felony, be sentenced to a term of imprisonment of 2 years. (2)
8 Terrorism offense.— Whoever, during and in relation to any felony violation
9 enumerated in section 2332b(g)(5)(B), knowingly transfers, possesses, or uses,
10 without lawful authority, a means of identification of another person or a false
11 identification document shall, in addition to the punishment provided for such
12 felony, be **sentenced to a term of imprisonment of 5 years.**"

13 **FIFTH (5th) CAUSE OF ACTION**

14 **(For Monopolization of Trade and Commerce, and Unfair Business 15 Practices against all Defendants)**

16 64. Plaintiffs re-affirm and incorporate paragraphs 1 through 63 as if fully set
17 forth herein.

18 65. Plaintiffs affirm that Defendants, in violation of 15 U.S.C. § 2, willfully
19 engaged in monopolization of trade and commerce by manipulating financial
20 systems and processes to further their fraudulent objectives. Specifically,
21 Defendants engaged in illegal and unlawful conduct, including but not limited to:

- 22 • **Fabricating false debts** and creating fraudulent security interests
23 without Plaintiffs' knowledge, authorization, or consent;
- 24 • Utilizing financial institutions to process illegal foreclosure and/or
25 repossession actions and *fraudulent* claims against the subject property;
- 26 • Engaging in deceptive and unfair practices designed to **monopolize**
27 **trade and commerce**, restrain competition, and deprive Plaintiffs of their
28 rightful property and legal protections.

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1 66. Defendants' actions, as alleged, were part of a larger scheme to **monopolize**
2 **trade and commerce** through unfair and deceptive practices, thereby violating
3 applicable civil statutes, including but not limited to:

- 4 • **15 U.S.C. § 15(a) (Clayton Act):** Providing a private right of action for
5 damages resulting from anticompetitive and **monopolistic** practices;
- 6 • **State Unfair Competition Laws:** Prohibiting fraudulent, deceptive, and
7 unlawful business practices in trade and commerce;
- 8 • **Uniform Commercial Code (U.C.C.):** Governing negotiable instruments,
9 discharge of obligations, and fair trade practices.

10 67. Plaintiffs affirm that as part of this fraudulent scheme, Defendants engaged
11 in bank fraud by creating false debts, fabricating fraudulent security interests, and
12 manipulating financial institutions to process unlawful foreclosure and/or
13 repossession actions. These practices directly violated Plaintiffs' rights and financial
14 interests, causing significant injury, harm, and damages to Plaintiffs.

15 68. Plaintiffs further affirm that they made a good faith tender of payment
16 through various debt instruments, including a Bill of Exchange, Forms 1099-A,
17 1099-OID, 1099-C, Banker's Acceptance, Letter of Credit, and other negotiable
18 instruments as defined by U.C.C. § 3-104.

19 69. Despite Plaintiffs' efforts to resolve the matter in good faith, Defendants willfully
20 disregarded these instruments and violated public policy, applicable law, and Plaintiffs'
21 rights, including but not limited to:

- 22 • **House Joint Resolution 192 of June 5, 1933 (Public Law 73-10):**
23 Prohibiting the demanding payment in gold **or a particular kind of coin**
24 **or currency**, or in an amount in money of the United States measured
25 thereby, and **declaring it to be against public policy**; and **declaring that**
26 **no such provision shall be contained in or made with respect to any**
27 **obligation hereafter incurred.** Every obligation, heretofore or hereafter
28 incurred, whether or not any such provision is contained therein or made

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1 with respect thereto, **shall be discharged** upon payment, **dollar for dollar**,
2 in **any coin** or “**currency**” which at the time of payment is legal tender for
3 public and private debts;

- 4 • **Gold Reserve Act of 1934 (Public Law 73-87, Title III, Section 3):**
5 Governing obligations and currency under public law;
6 • **Uniform Commercial Code (U.C.C.) §§ 3-311, 3-603:** Addressing the
7 discharge of obligations and the tender of payment in good faith;
8 • **Bill of Exchange Act:** Governing negotiable instruments and the
9 discharge of debts under international law.

10 70. Plaintiffs assert that Defendants’ refusal to accept lawful tender and their
11 manipulation of financial processes amount to:

- 12 • Fraudulent misrepresentation and concealment of material facts regarding
13 the nature and validity of the alleged debt;
14 • A calculated effort to monopolize trade and commerce by suppressing
15 competition and enforcing unlawful claims against Plaintiffs’ property;
16 • A direct violation of Plaintiffs’ rights under applicable common law and
17 civil statutes.

18 71. Plaintiffs further allege that Defendants’ actions were part of a broader
19 scheme to unfairly restrain trade and commerce by:

- 20 • Leveraging fraudulent financial instruments to secure unlawful
21 gains;
22 • Misusing public policy and statutory frameworks to enforce
23 monopolistic practices;
24 • Exploiting their position of power within the financial system to deprive
25 Plaintiffs of lawful protections and remedies.

26 72. Plaintiffs affirm that Defendants’ actions, in violation of **15 U.S.C. § 2**, caused
27 direct harm and damages to Plaintiffs’ financial and legal interests. Specifically, **15**
28 **U.S.C. § 2** expressly stipulates:

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1 "Every *person* who shall monopolize, or *attempt* to monopolize, or combine
2 or conspire with **any other person or persons**, to monopolize **any** part of the
3 trade or commerce among the several States, or with foreign nations, shall be
4 deemed guilty of a felony, and, on conviction thereof, shall be punished by
5 fine not exceeding \$100,000,000 if a corporation, or, if any
6 other person, \$1,000,000, or by imprisonment not exceeding 10 years, or by
7 both said punishments, in the discretion of the court."

8 73. Plaintiffs affirm that Defendants' illegal, unlawful, and unconstitutional
9 practices directly resulted in injury and harm, warranting the imposition of treble
10 damages under 15 U.S.C. § 15(a), which provides for compensation in cases of
11 antitrust violations and monopolistic practices.

12 74. Plaintiffs further affirm that Defendants' conduct constitutes willful,
13 intentional, and egregious violations of their rights, including but not limited
14 to:

SIXTH (6th) CAUSE OF ACTION

20 | (For Deprivation of Rights Under the Color of Law against all Defendants)

(Private Cause of Action under 42 U.S.C. § 1983 and Constitutional Law)

22 75. Plaintiffs re-affirm and incorporate paragraphs 1 through 74 as if fully set
23 forth herein

24 76. Plaintiffs affirm that Defendants, acting under *color of law*, *willfully* and
25 *intentionally* deprived Plaintiffs of rights secured by the **Constitution** and laws of
26 the United States, specifically in violation of **42 U.S.C. § 1983**.

27 77. Plaintiffs affirm that Defendants engaged in illegal, unlawful, and coercive
28 actions by threatening the sale of Plaintiffs' private property through *fraudulent*

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1 foreclosure and/or repossession proceedings. These actions included but were not
2 limited to:

- 3 • **Attempting to Coerce Plaintiffs into complying with baseless and**
4 **unlawful financial demands under the imminent threat of losing their**
5 **property;**
- 6 • **Depriving Plaintiffs of their property rights and protections secured**
7 **and protected by the Fifth and Fourteenth Amendments of the United**
8 **States Constitution;**
- 9 • **Exercising fraudulent and deceptive practices designed to unjustly**
10 **enrich Defendants at Plaintiffs' expense.**

11 78. Plaintiffs affirm that Defendants' actions violated Plaintiffs' due process
12 rights, as secured by the Fifth and Fourteenth Amendments, by failing to provide
13 proper notice, fair hearings, and lawful justification for the foreclosure and/or
14 repossession proceedings.

15 79. Plaintiffs assert that Defendants' conduct caused direct harm to Plaintiffs,
16 resulting in significant emotional, financial, and legal damages. Specifically,
17 Defendants' actions deprived Plaintiffs of:

- 18 • **The right to due process of law, secured and protected by the Fifth and**
19 **Fourteenth Amendments of the Constitution;**
- 20 • **The right to be free from coercion and extortion under *color of law*;**
- 21 • **The right to enjoy private property *without* unlawful interference or**
22 **deprivation.**

23 80. Plaintiffs **demand** relief for the injury, damage, and harm caused by
24 Defendants' actions, as authorized under **42 U.S.C. § 1983**, which provides a private
25 right of action for the deprivation of constitutional rights under color of state law.

26 81. **18 U.S.C. § 241**, expressly stipulates: "If two or more persons conspire to
27 injure, oppress, threaten, or intimidate any person in any State, Territory,
28 Commonwealth, Possession, or District in the free exercise or enjoyment of any

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1 right or privilege secured to him by the Constitution or laws of the United
2 States, or because of his having so exercised the same; or If two or more
3 persons go in disguise on the highway, or on the premises of another, with
4 intent to prevent or hinder his free exercise or enjoyment of any right or
5 privilege so secured — They shall be fined under this title **or imprisoned** not
6 more than **ten years, or both.**"

7 82. Plaintiffs further affirm that Defendants, acting under the authority
8 and guise of legal processes, conspired to deprive Plaintiffs of their
9 constitutional rights. These actions represent a calculated effort to abuse their
10 positions and disregard established legal and constitutional protections.

11 83. Plaintiffs further affirm that Defendants' actions represent a systematic
12 and deliberate violation of Plaintiffs' rights and protections under the United
13 States Constitution and federal law, warranting full and appropriate relief as
14 determined by this Court.

15 **SEVENTH CAUSE OF ACTION**

16 **(For Receiving Extortion Proceeds against all Defendants)**

17 84. Plaintiffs re-affirm and incorporate paragraphs 1 through 83 as if set forth
18 herein.

19 85. Defendants employed coercive tactics, including the unlawful initiation of
20 foreclosure and/or repossession, threats, and false claims of authority, to compel
21 Plaintiff to act against their interests and submit to fraudulent claims. These actions
22 constitute a violation of **42 U.S.C. § 1983**, which allows for a civil action for the
23 deprivation of rights secured by the Constitution or federal law. Defendant(s),
24 acting under color of law, have deprived Plaintiff of their property rights, secured
25 under the Constitution.

26 86. Defendant(s)' actions also constitute violations of **15 U.S.C. § 1** of the
27 Sherman Antitrust Act, which prohibits conspiracies to restrain trade or commerce.
28 If the coercive foreclosure and/or repossession actions are part of a broader effort to

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1 monopolize or restrain trade (e.g., through fraudulent property acquisition or
2 market manipulation), such actions would be in violation of federal antitrust law.
3 Moreover, by engaging in these unlawful activities, Defendant(s) have unlawfully
4 received and benefited from **extortion proceeds** obtained through fraudulent
5 means, thus constituting unjust enrichment under the **Restatement (Second) of**
6 **Torts**, which provides for civil remedies when one party benefits at the expense of
7 another through wrongful conduct. The wrongful nature of Defendant(s)' actions
8 has caused significant injury and harm to Plaintiff, warranting restitution and other
9 appropriate remedies.

- 10 • **Restatement (Second) of Torts - Unjust Enrichment:** Unjust enrichment
11 occurs when one party unfairly benefits from another party's loss. In this
12 case, the Defendant(s) have received benefits from extortionate and
13 fraudulent foreclosure and/or repossession practices, and under the
14 principles of unjust enrichment, Defendant(s) should be required to
15 disgorge these ill-gotten gains.

16 87. Defendant(s) employed coercive tactics, including the unlawful initiation of
17 foreclosure and/or repossession, threats, and false claims of authority, to compel
18 Plaintiff to act against their interests and submit to fraudulent claims. These actions
19 constitute a violation of **18 U.S.C. § 880**, which criminalizes the receipt of extortion
20 proceeds. By engaging in these unlawful activities, Defendant(s) have unlawfully
21 received and benefited from extortion proceeds obtained through fraudulent
22 means, thereby reinforcing the wrongful nature of their actions and the resulting
23 harm inflicted upon Plaintiff.

24 88. **18 U.S.C. § 880**, expressly stipulates: "a person who receives, possesses, conceals,
25 or disposes of any money or other property which was obtained from the commission of
26 any offense under this chapter that is punishable by **imprisonment for more than 1 year**,
27 knowing the same to have been unlawfully obtained, shall be **imprisoned not more than**
28 **3 years, fined under this title, or both.**"

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EIGHTH (8th) CAUSE OF ACTION

(For False Pretenses and Fraud all Defendants)

3 89. Plaintiffs re-affirm and incorporate paragraphs 1 through 88 as if set forth
4 herein.

5 **90. Defendants' Fraudulent Actions and 'Fraud in the Factum':** Defendants
6 willfully and intentionally engaged in fraudulent actions by knowingly
7 misrepresenting material facts and created '**fraud in the factum**', concerning the
8 interest, ownership, title, and authority to file a 'notice of default and intent to sell,'
9 and/or conduct a trustee's sale. These actions were conducted under blatantly
10 fraudulent and false pretenses, and **ignorance of the law is no excuse**.

11 **91. False Claims of Debt and Fraudulent Proceedings:** Defendants willfully and
12 intentionally created false claims of debt, placed fraudulent documents in the post
13 office or authorized depository for mail, and initiated illegal proceedings that lack
14 any lawful or legal basis. By engaging in these actions, Defendants have wrongfully
15 deprived Plaintiffs of property or assets through fraudulent means, causing direct
16 harm and financial loss to Plaintiffs.

17 **92. Fraudulent Tactics and Deceptive Representations:** Defendant(s) employed
18 fraudulent tactics, including the unlawful initiation of transactions under false
19 pretenses, deceitful representations, and the use of fraudulent instruments to obtain
20 goods, services, or property from Plaintiffs. Specifically, Defendant(s) obtained
21 property, executed fraudulent documents, or procured signatures under false
22 pretenses, knowing that the documents and signatures were obtained through
23 fraudulent misrepresentations.

24 **93. Defendant(s)' Conduct Constitutes Fraud and Misrepresentation:**
25 Defendant(s)' conduct constitutes **fraud** and **misrepresentation** under common law
26 principles of tort law, including fraudulent misrepresentation and false pretenses.
27 This conduct entitles Plaintiffs to demand damages and remedies for the unlawful
28 appropriation of property.

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1 **94. Unlawful Benefit from Fraudulent Conduct:** Defendant(s) unlawfully
2 benefited from Plaintiffs by obtaining property, goods, services, or financial benefits
3 through deceit or fraudulent representations, which constitute a breach of duty to
4 Plaintiffs. Defendant(s)' actions, by obtaining property or value through fraud, have
5 caused harm and financial loss to Plaintiffs.

6 **95. Specific Fraudulent Actions:** Defendant(s)' actions include, but are not limited to:

- 7 • **Use of Fraudulent Instruments:** Defendant(s) used, attempted to use, or
8 procured the use of fraudulent instruments or documents, such as forged
9 contracts, notes, or other fraudulent evidence of debt, to transfer property
10 or encumber Plaintiffs' assets.
- 11 • **False Pretenses:** Defendants made false and misleading representations
12 with the intent to deceive Plaintiffs into parting with property or value.
13 Plaintiffs relied upon these false representations to their detriment.
- 14 • **Misappropriation of Property:** Defendant(s) unlawfully obtained
15 property, money, or goods by fraud, deceit, or false pretenses, knowing
16 that the property was obtained through fraudulent means.

17 **96. Damages from Fraudulent Conduct:** As a result of Defendant(s)' fraudulent
18 conduct, Plaintiffs have suffered damages, including but not limited to:

- 19 • **Actual damages** for property lost or fraudulently obtained;
- 20 • **Consequential damages** resulting from Defendant(s)' fraudulent actions;
- 21 • **Punitive damages** due to Defendant(s)' willful and intentional
22 misconduct.

23 **97. Legal and Equitable Remedies Sought:**

- 24 • **Private Right of Action under 18 U.S.C. § 1964:** Plaintiffs are entitled to
25 pursue a **private right of action** under **18 U.S.C. § 1964** (RICO), as
26 Defendant(s)' fraudulent conduct constitutes racketeering activity.
- 27 • **Private Right of Action under 15 U.S.C. § 1 (Sherman Antitrust Act):**
28 Plaintiffs may also pursue relief under **15 U.S.C. § 1**, which provides a

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1 private right of action for violations of antitrust law, particularly in the
2 context of fraudulent practices that restrain trade or commerce through
3 false pretenses.

- 4 • **Fraud and Deceit under State Law:** Under state law principles, Plaintiffs
5 are entitled to demand damages for fraud, deceit, and misrepresentation
6 through **private civil actions**.

7 **98. Recovery and Restitution:** Defendants' actions entitle Plaintiffs to recover:

- 8 • **Actual damages** for property lost or fraudulently obtained;
9 • **Consequential damages** resulting from Defendant(s)' fraudulent actions;
10 • **Punitive damages** due to Defendant(s)' willful and intentional
11 misconduct;
12 • Any other **equitable relief** available under the law, including but not
13 limited to the **return of any wrongfully obtained property** or value.

14 **99. Unjust Enrichment:** Defendant(s) have been unjustly enriched by
15 receiving property or benefits through fraudulent means. Equity demands that
16 Defendant(s) return the unjustly obtained property or its value. Plaintiffs
17 demand the appropriate legal and equitable remedies, including but not limited
18 to:

- 19 • **The return of all credits, money, funds, property, or value wrongfully**
20 **obtained by Defendant(s);**
21 • **Full compensation** for the harm suffered, including any consequential or
22 punitive damages resulting from Defendant(s)' fraudulent conduct.

23 **100. 18 U.S. Code § 1341 - Frauds and swindles**, expressly stipulates: "whoever,
24 having devised or intending to devise **any** scheme or artifice to defraud, or for
25 obtaining money or **property** by means of **false or fraudulent pretenses,**
26 **representations, or promises**, or to sell, dispose of, loan, exchange, alter, give away,
27 distribute, supply, or furnish or procure for unlawful use any counterfeit or
28 spurious coin, obligation, **security, or other article**, or anything represented to be or

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1 intimated or held out to be such counterfeit or spurious article, for the purpose of
2 executing such scheme or artifice or attempting so to do, **places in any post office**
3 or authorized depository for mail matter, any matter or thing whatever to be sent or
4 delivered by the Postal Service, or deposits or causes to be deposited any matter or
5 thing whatever to be sent or delivered by any private or commercial interstate
6 carrier, or takes or receives therefrom, any such matter or thing, or knowingly
7 causes to be delivered by mail or such carrier according to the direction thereon, or
8 at the place at which it is directed to be delivered by the person to whom it is
9 addressed, **any such matter or thing, shall be fined under this title or imprisoned**
10 **not more than 20 years, or both.** If the violation occurs in relation to, or involving
11 any benefit authorized, transported, transmitted, transferred, disbursed, or paid in
12 connection with, a presidentially declared major disaster or emergency (as those
13 terms are defined in section 102 of the Robert T. Stafford Disaster Relief and
14 Emergency Assistance Act (42 U.S.C. 5122)), **or affects a financial institution, such**
15 **person shall be fined not more than \$1,000,000 or imprisoned not more than 30**
16 **years, or both.”**

17 **NINETH (9th) CAUSE OF ACTION**

18 **(For Threats and Extortion against all Defendants)**

19 101. Plaintiffs re-affirm and incorporate paragraphs 1 through 100 as if set forth
20 herein.

21 102. **Acknowledgment of Unrebutted Affidavits:** As considered, agreed, and
22 admitted by Defendants in the *unrebutted* affidavits (Exhibits F and H),
23 Defendant(s) knowingly and willfully engaged in threatening conduct, including
24 threats of harm and extortion, in violation of applicable laws concerning
25 internationally protected persons, foreign officials, and official guests, and/or
26 nationals of the United States.

27 103. **Extortionate Demands:** Defendant(s) made extortionate demands or threats
28 to influence or coerce Plaintiff(s) through intimidation, fraud, or force, knowing

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1 that such threats would lead to harm or unlawful actions that would benefit
2 Defendant(s).

3 **104. Nature of Defendants' Threats and Extortionate Conduct:**

- 4
- 5 • Threatening to violate the rights or safety of an internationally protected
6 person or foreign official, as defined under **18 U.S. Code § 112** - Protection
7 of foreign officials, official guests, and internationally protected persons.
 - 8 • Making extortionate demands in connection with the threats described
above.

9 **105. Coercion and Extortion:** By engaging in these unlawful actions,
10 Defendant(s) have knowingly engaged in coercion and extortion, using threats to
11 unlawfully influence or compel Plaintiff(s) to act against their interests or submit to
12 Defendant(s)' unlawful demands.

13 **106. Harm to Plaintiff(s):** These actions have directly harmed Plaintiff(s)
14 by depriving them of their rights or property or by compelling Plaintiff(s) to
15 surrender something of value, under duress or threat of further deprivation
16 and/or harm.

17 **107. Unjust Enrichment to Defendant(s):** Defendant(s) made these demands
18 with the knowledge that their actions were unlawful and intended to benefit from
19 the coerced conduct, resulting in unjust enrichment to Defendant(s) and harm to
20 Plaintiff(s).

21 **108. Private Right of Action:** **18 U.S. Code § 873** provides a civil remedy
22 for individuals who have been victims of extortion, enabling Plaintiff(s) to
23 demand damages as a result of Defendant(s)' coercive tactics. Moreover,
24 individuals may pursue damages under **civil RICO statutes** when extortion
25 is tied to racketeering activities, which include coercive tactics to gain
26 unlawful financial benefits.

27 **109. Civil Cause of Action for Extortion and Coercion:** Defendant(s)' actions are
28 subject to a **private right of action** for the following:

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- 1 • **Compensatory damages** for Plaintiff(s) due to Defendants' extortion
2 attempts, which forced Plaintiffs into compliance through unlawful
3 demands;
- 4 • **Punitive damages** for Defendants' intentional, willful, and malicious
5 extortion under **18 U.S. Code § 878**, which provides for criminal
6 penalties as well as the possibility of civil damages in cases of
7 coercion, threats, or extortion against foreign officials or
8 internationally protected persons.
- 9 • **Consequential damages** resulting from Defendant(s)' coercive actions,
10 including financial and reputational harm;
- 11 • Any **punitive damages** deemed appropriate due to Defendant(s)'
12 intentional misconduct or willful disregard for Plaintiff(s)' rights.

13 110. **Violation of Constitutional and Statutory Rights:** Defendant(s)' actions
14 also constitute a violation of Plaintiff(s)' constitutional rights or rights under
15 applicable law, including but not limited to unlawful coercion and deprivation of
16 property, which entitles Plaintiff(s) to full redress and damages.

17 111. **Relevant Statutes and Legal Precedent:**

- 18 • **18 U.S. Code § 878** - Threats and extortion against foreign officials, official
19 guests, or internationally protected persons, expressly stipulates:
- 20 • (a) Whoever knowingly and willfully threatens to violate **18 U.S.**
21 **Code § 112**, **18 U.S. Code § 1116**, or **18 U.S. Code § 1201** shall be
22 fined under this title or imprisoned not more than five years, or both,
23 except that imprisonment for a threatened assault shall not exceed
24 three years.
- 25 • (b) Whoever in connection with any violation of subsection (a) or actual
26 violation of **18 U.S. Code § 112**, **18 U.S. Code § 1116**, or **18 U.S. Code §**
27 **1201** makes any extortionate demand shall be fined under this title or
28 imprisoned not more than twenty years, or both.

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- 1 • (c) For the purpose of this section, "foreign official," "internationally
2 protected person," "national of the United States," and "official guest"
3 shall have the same meanings as those provided in **18 U.S. Code § 1116(a)**.
4 • (d) If the victim of an offense under subsection (a) is an **internationally**
5 **protected person** outside the United States, the United States may exercise
6 jurisdiction over the offense if:
 - 7 1. The victim is a representative, officer, employee, or agent of the
8 United States.
 - 9 2. An offender is a **national of the United States**.
 - 10 3. An offender is afterward found in the United States

112. **Relief Sought: Plaintiffs demand the following:**

- 12 • **Compensatory damages** for the harm suffered due to the unlawful
13 conduct;
- 14 • **Consequential damages** arising from Defendant(s)' actions;
- 15 • **Punitive damages** for Defendants' intentional and malicious misconduct;
- 16 • **Equitable relief** as necessary, including restitution and the return of
17 property wrongfully obtained through extortion.

18 **TENTH (10th) CAUSE OF ACTION**

19 (**For Racketeering against all Defendants**)

20 113. Plaintiff re-alleges and incorporate paragraphs 1 through 112 as if set forth
21 herein.

22 114. **Fraudulent Conduct by Defendants:** Defendants willfully and intentionally
23 engaged in fraudulent actions by knowingly misrepresenting material facts and
24 creating 'fraud in the factum,' including but not limited to misrepresentations
25 regarding how money is created, the nature of the transaction, interest, ownership,
26 title, and authority to file a 'notice of default and intent to sell' and/or conduct a
27 trustee's sale, operating under blatantly false pretenses. This conduct constitutes
28 **racketeering under 18 U.S.C. § 1961 et seq.**, as Defendants engaged in a pattern of

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1 fraudulent and illegal activities aimed at unlawfully depriving Plaintiff of their
2 property rights.

3 **115. False Claims and Fraudulent Documents:** Defendants willfully and
4 intentionally created false claims of debt, placed fraudulent documents in the post
5 office or authorized depository for mail, and initiated illegal proceedings that
6 lacked any lawful or legal basis. These actions reflect an ongoing scheme to defraud
7 and extort through racketeering activities, further underscoring the criminal nature
8 of their conduct.

9 **116. Private Right of Action under RICO:** Pursuant to **18 U.S.C. § 1964(c)**,
10 Plaintiff asserts a private right of action for racketeering activities as defined under
11 **18 U.S. Code § 1961 et seq.** Plaintiff has suffered injury to their business and
12 property as a direct result of Defendants' racketeering activities, including but not
13 limited to extortion, fraud, and unlawful deprivation of property.

14 **117. Serious Crimes:** Defendants have engaged in or threatened to engage in the
15 commission of acts involving Racketeering Activity as Defined by 18 U.S. Code § 1961.

16 • Murder, kidnapping, gambling, arson, robbery, bribery, extortion, dealing
17 in obscene material, or trafficking in controlled substances. These acts are
18 chargeable under State law and punishable by imprisonment for more
19 than one year.

20 **118. Federal Offenses:** Defendants have engaged in acts that are indictable
21 under various provisions of Title 18, United States Code, including but not limited
22 to the following:

23 • Sections 891–894 (extortionate credit transactions)
24 • Section 933 (trafficking in firearms)
25 • Sections 1028–1029 (fraud and related activities in connection with
identification documents and access devices)
26 • Sections 1341–1344 (fraud, including mail and wire fraud, and financial
institution fraud)

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- 1 • Section 1951 (interference with commerce, robbery, or extortion)
- 2 • Section 1952 (racketeering)
- 3 • Section 1956 (money laundering)
- 4 • Section 1957 (monetary transactions in property derived from criminal
- 5 activity)
- 6 • Sections 2314–2319 (interstate transportation of stolen property and
- 7 trafficking in counterfeit goods)

8 **Pattern of Racketeering Activity**

9 **119. Pattern of Racketeering Activity:** Defendants have engaged in a **pattern of**
10 **racketeering activity** by committing multiple acts that fall within the scope of the
11 racketeering activity described above, causing substantial harm to Plaintiff. These
12 repeated unlawful acts demonstrate a deliberate pattern of racketeering activities
13 intended to deprive Plaintiff of their property and rights.

14 **ELEVENTH (11th) CAUSE OF ACTION**

15 **(For Bank Fraud against all Defendants)**

16 120. Plaintiffs re-affirm and incorporate paragraphs 1 through 119 as if set forth herein.

17 121. Plaintiff hereby asserts a cause of action for bank fraud under 12 U.S. Code
18 § 1831, which provides a basis for a **private cause of action** for the unlawful
19 conduct of Defendants.

20 **19. Violation of 12 U.S. Code § 1831 – Bank Fraud**

21 Defendants willfully and intentionally violated 12 U.S. Code § 1831, which
22 expressly stipulates:

23 "Whoever knowingly executes, or attempts to execute, a scheme or artifice—
24 (1) to defraud a financial institution; or (2) to obtain any of the moneys,
25 funds, credits, assets, securities, or other property owned by, or under the
26 custody or control of a financial institution, by means of false or fraudulent
27 pretenses, representations, or promises; shall be fined not more than
28 \$1,000,000 or imprisoned not more than 30 years, or both."

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1 **20. Defendants' Scheme to Defraud**

2 Defendants engaged in a deliberate and fraudulent scheme to defraud a
3 financial institution, specifically by placing fraudulent claims on the
4 property, misrepresenting ownership, and creating false debt instruments,
5 all under false pretenses. These actions were executed with the intent to
6 unlawfully obtain funds, securities, assets, and other property under the
7 custody and control of the financial institution.

8 **21. Plaintiff's Financial Harm**

9 The fraudulent conduct perpetrated by Defendants caused substantial
10 financial harm to Plaintiff. By unlawfully manipulating financial assets and
11 misleading the financial institution, Defendants' actions further violated
12 Plaintiff's rights, resulting in significant economic damages.

13 **22. Damages Sought**

14 As a result of the Defendants' violations of 12 U.S. Code § 1831, Plaintiff
15 demands to recover compensatory damages, including but not limited to
16 financial losses, consequential damages, and any other relief the Court
17 deems appropriate. Additionally, Plaintiff demands punitive damages in
18 order to deter further unlawful conduct

19 122. Defendants willfully and intentionally violated **18 U.S. Code § 1344 -**

20 **Bank Fraud**, which expressly stipulates: "**Whoever knowingly executes, or**
21 **attempts to execute**, a scheme or artifice—(1) to defraud a financial
22 institution; or (2) to obtain any of the **moneys, funds, credits, assets,**
23 **securities, or other property** owned by, or under the custody or control of a
24 **financial institution**, by means of false or fraudulent pretenses,
25 representations, or promises; shall be fined not more than **\$1,000,000** or
26 imprisoned not more than **30 years, or both.**" Defendants engaged in a
27 scheme to defraud the financial institution by placing fraudulent claims on
28 the property, misrepresenting ownership, and creating false debt instruments,

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1 all while under false pretenses. Their actions were designed to obtain funds,
2 securities, and assets unlawfully, further violating Plaintiff's rights and
3 causing financial harm."

4 **TWELFTH (12th) CAUSE OF ACTION**

5 **(For Fraudulent Transfer of Property and Securities against all Defendants)**

6 123. Plaintiffs re-affirm and incorporate paragraphs 1 through 122 as if set forth herein.

7 **124. Defendants' Unlawful Actions:** Defendants willfully and knowingly
8 engaged in the unlawful transportation, transmission, and transfer of stolen,
9 converted, and fraudulently obtained goods, securities, and moneys across state
10 lines, in violation of **18 U.S. Code § 2314** and **§ 2315**, which prohibit the interstate
11 transportation of stolen, converted, or fraudulently obtained property, including
12 securities and money. These actions also violated **15 U.S. Code § 78j** (Securities
13 Exchange Act of 1934), which prohibits manipulative and deceptive practices in
14 connection with the purchase or sale of securities.

15 **125. Acquisition of Plaintiff's Property and Financial Interests:** Defendants
16 wrongfully acquired Plaintiffs' property and financial interests, including but not
17 limited to real property, monetary instruments, negotiable instruments, and other
18 assets exceeding \$5,000 in value, through fraudulent misrepresentation and deceit.

19 **126. Fraudulent Transfers and Participation in Deceptive Conduct:** Defendants
20 knowingly participated in fraudulent transfers of assets and securities, such as
21 forged deeds and fabricated financial documents, understanding that these assets
22 had been wrongfully acquired through fraud, as evidenced by the verified and
23 **unrebutted** commercial affidavits (Exhibits F and H).

24 **127. Conspiracy to Defraud:** Defendants intentionally conspired to transport
25 and transfer these goods, with the specific intent to defraud Plaintiffs and deprive
26 them of their rightful assets, including financial securities, in violation of **15 U.S.**
27 **Code § 78j.** This statute prohibits fraud, misrepresentation, and deceptive conduct
28 in the sale or transfer of securities.

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1 **128. Execution of Fraudulent and Unlawful Transfers:** Specifically, the
2 fraudulent and unlawful transfer of Plaintiffs' property, including financial
3 securities, was executed as part of Defendants' scheme to deprive Plaintiffs of
4 their rightful assets, without any legal authority or justification.

5 **129. Intent to Deceive and Defraud:** Defendants' actions were undertaken
6 with the specific intent to deceive, defraud, and injure Plaintiffs.

7 **130. Harm and Financial Loss:** As a direct result of Defendants' unlawful
8 conduct, Plaintiffs have suffered irreparable harm and financial loss. Plaintiffs
9 have been deprived of their property, forced to engage in legal proceedings to
10 recover said assets, prevent further fraudulent actions from Defendants, and
11 protect their rights.

12 **131. Application of FDCPA:** In addition to the above actions and as
13 evidenced by the *unrebutted* commercial affidavits (Exhibits F and H),
14 Defendants have engaged in fraudulent practices related to debt collection, in
15 violation of the **Fair Debt Collection Practices Act (FDCPA)**, **15 U.S. Code §**
16 **1692**. Specifically, Defendants may have misrepresented the nature of
17 financial obligations or the amount of debt owed by Plaintiffs, using
18 fraudulent documentation to advance their unlawful scheme.

19 **132. Misrepresentation of Debt Obligations:** Defendants wrongfully and
20 knowingly participated in actions that misrepresented financial obligations,
21 including the creation and submission of fraudulent documents or debt
22 instruments designed to coerce Plaintiffs into paying fictitious debts or
23 accepting false claims. These acts constitute a violation of **15 U.S. Code §**
24 **1692e**, which prohibits false representations and deceptive conduct in the
25 collection of debts.

26 **133. Prohibited Practices Under FDCPA:** Defendants' actions may further
27 constitute violations under **15 U.S. Code § 1692f**, which prohibits the use of
28 unfair or unconscionable means to collect or attempt to collect any debt,

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1 including fraudulent or misleading conduct that could be used to deceive
2 Plaintiffs into relinquishing their property, funds, or assets.

3 **134. Damages and Relief for FDCPA Violation:** As a result of Defendants'
4 actions, Plaintiffs have suffered significant emotional distress and financial
5 harm, including wrongful loss of assets and forced legal actions to protect
6 their rights and prevent further fraudulent transfers. Under **15 U.S. Code §**
7 **1692k**, Plaintiffs are entitled to recover damages, including actual damages,
8 statutory damages, and attorney's fees and costs associated with this legal
9 action.

**THIRTEENTH (13th) CAUSE OF ACTION
(For Slander of Title against all Defendants)**

135. Plaintiffs re-affirm and incorporate paragraphs 1 through 134 as if set forth herein.

136. Plaintiffs assert a claim for slander of title arising from Defendants' false,

malicious, and improper statements or filings that have clouded the title to

plaintiffs' property. These actions have caused Plaintiffs significant injury, including damage to their rightful ownership of the property and a substantial diminution in value.

137. The slander of title has not been rebutted and Defendants, through their
ent acquiescence, tacit agreement, and tacit procuration, as well as the absence of
y valid rebuttal to multiple verified commercial affidavits, have effectively
mitted the falsity of their claims. This *consideration* and acknowledgment is
ther evidenced by the signed USPS Forms 3811, confirming Defendants' receipt
d acceptance of the relevant Notices, Affidavits, and the Self-Executing Contract
d Security Agreements.

138. Moreover, Plaintiffs assert that they are entitled to a **private right of action** under 18 U.S. Code § 1964(c) (RICO Act) **and** 42 U.S. Code § 1983 for the deprivation of rights under color of law, as well as under other relevant statutes that protect property rights and actions against unlawful slander.

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1 139. Defendants actions represent unlawful conduct that not only damages
2 Plaintiffs' property rights but also constitutes a violation of Plaintiffs' legal rights,
3 justifying a private right of action for damages.

FOURTEENTH (14th) CAUSE OF ACTION

(Replevin Action – Against all Defendants)

6 140. Plaintiffs re-affirm and incorporate paragraphs 1 through 139 as if set
7 forth herein.

8 141. Plaintiffs demand a judgment for the immediate return of their
9 private automobile/transport and all private Property currently held by
10 Defendants, which was stolen from Plaintiffs, and which is incurring a daily
11 usage charge of \$1,000.00 per day, as per the stipulation from Defendants, and
12 also by their implied actions of continuing to maintain possession of the
13 private Property.

14 142. Plaintiffs alternatively demand compensation for the full value of the
15 Property if it is not returned in the exact working order and condition.

16 143. Plaintiffs **demand** the immediate return of all property, tangible and
17 intangible, free and clear of any adverse claims by Defendants, as they have
18 no lawful or legal right to retain possession. If the property cannot be
19 returned, Plaintiffs demand compensation for its full market value at the time
20 of the wrongful possession.

21 144. Defendants' failure to respond to Plaintiffs' demands and **unrebutted**
22 **affidavits** constitutes wrongful possession of the Property under any Law,
23 consistent with legal maxims and established precedent.

24 145. Plaintiffs request the court issue an ORDER for the immediate return
25 of the Property or, alternatively, for the monetary value of the Property to be
26 awarded to Plaintiffs in accordance with the principles of Law and Chapter
27 78, Florida Statutes, along with any other relief the court deems just and
28 proper.

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1 ***Fifteenth (15th) CAUSE OF ACTION***

2 **(Unlawful Interference, Intimidation, Extortion, and Emotional
3 Distress – Against all Defendants)**

4 146. Plaintiffs re-affirm and incorporate paragraphs 1 through 145 as if set forth herein.

5 147. **Defendants' Unlawful Conduct:** Defendants willfully and knowingly
6 engaged in unlawful conduct designed to interfere with Plaintiffs' business and
7 commerce. This conduct included threats of violence, intimidation, and extortion,
8 specifically aimed at disrupting Plaintiffs' lawful business activities and economic
9 pursuits. Defendants' actions were unlawful, malicious, and calculated to harm
10 Plaintiffs' business interests.

11 148. Defendants have admitted to these facts, as reflected in their *unrebutted*
12 affidavits, which under applicable legal principles must be deemed true and taken
13 as established.

14 149. **Threats and Coercion:**

15 a. Defendants intentionally made threats of violence and intimidation against
16 Plaintiffs with the express purpose of coercing them into compliance with
17 unlawful demands.

18 b. These threats were communicated through electronic means, written
19 correspondence, and verbal communications, and were calculated to instill fear
20 in Plaintiffs and force them to act against their will.

21 c. Defendants' admissions, documented in their unrebutted affidavits, confirm
22 that these threats were made with the intent to intimidate, coerce, and interfere
23 with Plaintiffs' lawful activities.

24 150. **Resulting Economic and Emotional Harm:** As a direct and proximate result
25 of Defendants' wrongful conduct:

26 a. **Economic Damages:** Plaintiffs suffered substantial financial harm, including
27 the loss of business opportunities, damage to their business reputation, and
28 other significant economic losses.

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1 **b. Emotional Distress:** Defendants' actions caused Plaintiffs severe emotional
2 distress, including humiliation, anxiety, and psychological harm.

3 These facts, detailed in Plaintiffs' affidavits, remain unrebutted by Defendants
4 and must therefore be accepted as true.

5 **151. Extortionate Conduct:** Defendants' conduct constitutes extortion under
6 applicable law. Their threats of violence and harm were intended to unlawfully
7 coerce Plaintiffs into:

8 a. Relinquishing property, services, or money.

9 b. Acting against their will and contrary to their lawful rights.

10 This unlawful conduct was undertaken with the specific intent to deprive
11 Plaintiffs of their rightful property, business interests, and personal well-being.
12 These acts, as documented in Plaintiffs' affidavits, remain **unrebutted** and must
13 be accepted as fact.

14 **152. Outrageous and Extreme Behavior:**

15 Defendants' actions were extreme, outrageous, and beyond all bounds of decency.
16 Their conduct demonstrates a reckless disregard for the economic and emotional
17 consequences inflicted upon Plaintiffs. These allegations are supported by the
18 **unrebutted** affidavits submitted by Plaintiffs and must be taken as established facts.

19 **153. Damages and Relief:** As a direct and proximate result of Defendants'
20 unlawful actions, Plaintiffs have incurred the following damages:

21 a. **Actual Damages:** Plaintiffs have suffered economic losses, emotional distress,
22 and expenses, including medical costs arising from the emotional and
23 psychological harm caused by Defendants' conduct.

24 b. **Compensatory Damages:** Plaintiffs are entitled to compensatory damages for
25 their financial and emotional harm.

26 c. **Punitive Damages:** Plaintiffs demand punitive damages to punish Defendants
27 for their willful, malicious, and unlawful actions and to deter similar conduct in
28 the future.

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1 d. Other Relief: Plaintiffs demand any additional relief deemed just and
2 appropriate by the Court.

3 154. ***Unrebutted Affidavits and Legal Entitlement:*** Defendants have failed to
4 rebut the sworn affidavits submitted by Plaintiffs, which detail the unlawful
5 interference, intimidation, and extortion. Under legal standards, these affidavits
6 must be taken as true. Consequently, Plaintiffs are entitled to judgment as a matter
7 of law based on the unrebutted evidence and established facts

SIXTEENTH (16th) CAUSE OF ACTION

(Declaratory Judgement and Relief – Against all Defendants)

10 155. Plaintiffs re-affirm and incorporate paragraphs 1 through 154 as if set forth
11 herein.

12 **156. Fraud:** Plaintiffs demand a declaratory judgment affirming that Defendants
13 have committed acts of fraud by willfully misrepresenting material facts,
14 concealing critical information, and engaging in deceptive practices that have
15 caused harm to Plaintiffs. This judgment will establish Defendants' liability and
16 confirm Plaintiffs' entitlement to relief.

17 **157. Breach of Contract:** Plaintiffs demand a declaratory judgment affirming the
18 terms and enforceability of the self-executing Contract and Security Agreement.
19 Defendants' failure to rebut Plaintiffs' commercial affidavits constitutes tacit
20 agreement to these terms, thereby confirming Defendants' breach of contract and
21 their liability for damages.

22 **158. Theft, Embezzlement, and Fraudulent Misapplication of Funds and**
23 **Assets:** Plaintiffs demand a declaratory judgment confirming that Defendants
24 engaged in theft, embezzlement, and fraudulent misapplication of Plaintiffs' funds
25 and assets. Plaintiffs request that the Court affirm Defendants' wrongful conduct
26 and their responsibility to restore the misappropriated assets.

27 **159. Fraud, Forgery, and Unauthorized Use of Identity:** Plaintiffs demand a
28 declaratory judgment to establish that Defendants committed fraud and forgery by

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1 unlawfully using Plaintiffs' identity without authorization. This includes the
2 creation, manipulation, or misuse of documents and instruments bearing Plaintiffs'
3 name, which resulted in financial and reputational harm.

4 **160. Monopolization of Trade and Commerce and Unfair Business Practices:**
5 Plaintiffs demand a declaratory judgment to affirm that Defendants engaged in
6 unlawful monopolistic practices and unfair business practices, including restricting
7 market competition and exploiting Plaintiffs' business interests. This judgment will
8 clarify the public harm caused by Defendants' actions and the impact on Plaintiffs'
9 rights to fair trade and commerce.

10 **161. Deprivation of Rights Under Color of Law:** Plaintiffs demand a
11 declaratory judgment affirming that Defendants, acting under the color of law,
12 deprived Plaintiffs of their constitutional and statutory rights. This includes
13 violations of due process, equal protection, and other rights protected under federal
14 and state laws.

15 **162. Receiving Extortion Proceeds, False Pretenses, and Fraud:** Plaintiffs
16 demand a declaratory judgment to affirm that Defendants knowingly received and
17 benefited from proceeds obtained through extortion, false pretenses, and fraud.
18 This judgment will confirm the illegal nature of such transactions and Defendants'
19 liability for damages.

20 **163. Extortion and Racketeering:** Plaintiffs demand a declaratory judgment
21 affirming that Defendants engaged in extortion and racketeering activities in
22 violation of federal and state laws. Plaintiffs demand the Court's determination of
23 the unlawful nature of Defendants' conduct and its impact on Plaintiffs' rights and
24 interests.

25 **164. Bank Fraud:** Plaintiffs request a declaratory judgment confirming that
26 Defendants engaged in bank fraud as defined under 18 U.S.C. § 1344. This includes
27 fraudulent representations, mismanagement of financial instruments, and unlawful
28 practices that caused harm to Plaintiffs.

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1 **165. Fraudulent Transportation and Transfer of Stolen Goods and Securities:**

2 Plaintiffs demand a declaratory judgment confirming that Defendants unlawfully
3 transported and transferred stolen goods, funds, and securities in violation of
4 federal law. This judgment will clarify Defendants' liability for their fraudulent acts.

5 **166. Slander of Title:** Plaintiffs demand a declaratory judgment affirming the
6 validity of their title to the property in question. Plaintiffs request that the Court
7 confirm Defendants' defamatory claims and actions have unlawfully clouded
8 Plaintiffs' title, causing reputational and financial harm.

9 **167. Replevin or Compensation:** Plaintiffs request a declaratory judgment
10 establishing their right to immediate possession of the property or, alternatively,
11 compensation equivalent to the value of the property. Plaintiffs assert that they are
12 the sole and exclusive owners, free and clear of any claims or interests asserted by
13 Defendants. This includes confirming that the title is valid, uncontested, and that
14 any wrongful retention by Defendants is subject to remedy under Florida law.

15 **168. Unlawful Interference, Intimidation, Extortion, and Emotional Distress:**
16 Plaintiffs demand a declaratory judgment to confirm that Defendants engaged in
17 unlawful interference, intimidation, and extortion, causing emotional distress and
18 harm to Plaintiffs. This judgment will affirm Defendants' liability and the extent of
19 damages suffered by Plaintiffs.

20 **169. Declaratory Judgment for Tacit Agreement and Liability:** Plaintiffs
21 demand a declaratory judgment affirming that Defendants, by failing to rebut
22 Plaintiffs' duly executed and notarized commercial affidavits, have agreed to the
23 terms and conditions of the self-executing Contract and Security Agreement. This
24 includes Defendants' stipulated liability in the amount of **One Hundred Million**
25 **Dollars (\$100,000,000.00).**

26 a. Plaintiffs present Exhibits "A" through "N" as supporting evidence, demonstrating
27 Defendants' silence, acquiescence, non-response, and tacit procurement, which legally
28 constitutes agreement to the terms of the Contract and Security Agreement.

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Relief Requested:

Plaintiffs respectfully demand that the Court grant declaratory relief to:

- a. Affirm the validity and enforceability of the Contract and Security Agreement.
 - b. Establish Defendants' liability for the wrongful acts and omissions outlined herein.
 - c. Clarify Plaintiffs' rights, title, and interests under federal and state laws.
 - d. Award Plaintiffs such further relief as the Court deems just and proper, including, but not limited to, the agreed and stipulated judgment of **One Hundred Million Dollars (\$100,000,000.00)** and the corresponding lien against Defendants.

SEVENTEENTH (17th) CAUSE OF ACTION

(Summary Judgement as a Matter of Law – Against all Defendants)

170. Plaintiffs re-affirm and incorporate paragraphs 1 through 169 as if set forth herein.

171. Plaintiffs respectfully **move** for summary judgement in their favor based on the clear, enforceable terms of the Contract and Security Agreement, and as a matter of law. Pursuant to the Contract and Security Agreement, Defendant(s) explicitly stipulated and accepted, by their conduct and inaction, a binding judgement, summary judgement, and/or lien authorization (per U.C.C. § 9-509) in favor of Plaintiffs. The contract establishes Defendant(s)' liability in the agreed-upon amount of **One Hundred Million Dollars (\$100,000,000.00)**, which Defendant(s) acknowledged and accepted through the principles of tacit procurement and silent acquiescence, thereby waiving any grounds to contest this judgement.

172. Defendants agreed to the terms stipulated in the *unrebutted* commercial affidavits and the self-executing Contract and Security Agreement, all of which were confirmed, signed for via USPS form 3811, and delivered via USPS Registered, Express, and/or Certified Mail.

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1 **173. Res Judicata, Stare Decisis, and Collateral Estoppel:** The principles
2 of res judicata, stare decisis, and collateral estoppel apply to the unrebuted
3 affidavits, establishing that all issues are deemed settled and cannot be
4 contested further. These principles reinforce the finality of the administrative
5 findings and support the granting of summary judgement.

6 174. Given that the affidavits presented are unrebuted and establish the
7 facts essential to Plaintiffs' claims, summary judgement in favor of Plaintiffs is
8 warranted. Defendants' failure to contest or rebut these affidavits supports
9 the conclusion that there are no genuine issues of material fact, and Plaintiffs
10 are entitled to judgement as a **matter of law**.

11 175. Plaintiffs respectfully demand the Court to grant summary judgement
12 in their favor based on the undisputed facts presented in the unrebuted
13 verified commercial affidavits submitted and incorporated into this matter.
14 Defendants have failed to rebut the content of these affidavits, which
15 conclusively establish the validity of Plaintiffs' claims.

16 **176. Rule 56(c) of the South Carolina Rules of Civil Procedure (SCRCP):**
17 Summary judgement is appropriate where there is no triable issue of material
18 fact and the moving party is entitled to judgement as a matter of law. The
19 unrebuted affidavits (Exhibits F and H) submitted by Plaintiffs establish that
20 there are no material facts in dispute, and Plaintiffs are entitled to judgement
21 based on the evidence provided.

22 **CLAIM and DEMAND FOR RELIEF:**

23 177. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
24 through 176 as if fully set forth herein.

25 178. Plaintiffs demand a judgment **replevin or compensation** for the Property in
26 **their favor**, free and clear of any adverse claims by Defendant(s), and a judgment in
27 the sum amount of, **One Hundred Million Dollars (\$100,000,000)**, as established
28 and evidenced by **Exhibits F and H**.

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1 179. As *considered, agreed, and stipulated* by Defendants in the *unrebutted*
2 *verified* commercial affidavits, contract agreement, and self-executing contract
3 security agreements (Exhibits F and H), All issues are deemed settled **RES**
4 **JUDICATA, STARE DECISIS** and by **COLLATERAL ESTOPPEL**.

RELIEF DEMANDED:

6 WHEREFORE, Plaintiffs respectfully demand for judgement as follows:

First (1st) Cause of Action (*Fraud*)

8 1. For compensatory damages resulting from Defendants' willful and intentional
9 fraudulent misrepresentations and creation of false claims of debt, as considered,
10 agreed, and stipulated by Defendants in the *unrebutted* *verified* commercial
11 affidavits, contract agreement, and self-executing contract security agreements
12 (Exhibits F and H).

13 2. For punitive damages based on Defendants' intentional, willful, and malicious
14 conduct.

15 3. **Private Right of Action:** A private right of action exists under fraud claims,
16 particularly where fraudulent misrepresentation leads to financial harm. As
17 established under Restatement (Second) of Torts, § 529, individuals harmed by
18 fraudulent misrepresentation may demand both compensatory and punitive
19 damages.

20 4. Additionally, several federal statutes provide a private right of action for
21 fraudulent practices:

22 • **12 U.S. Code § 2605 (Real Estate Settlement Procedures Act of 1974)** –
23 Provides a private right of action for Plaintiffs when Defendants fail to
24 provide the proper disclosures and engage in fraudulent conduct in
25 connection with real estate settlements.

26 • **12 U.S. Code § 5601 (The Dodd-Frank Wall Street Reform and Consumer
27 Protection Act)** – Allows a private right of action for Plaintiffs harmed by
28 unfair or deceptive practices by financial institutions, including fraud and

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1 misrepresentation in loan servicing and foreclosure and/or repossession
2 proceedings.

- 3 • **12 U.S. Code § 1639c (Truth in Lending Act, TILA)** – Provides a private right
4 of action for fraudulent misrepresentation or failure to disclose material
5 information regarding financial products, including mortgage loans and
6 related documents.
- 7 • **15 U.S. Code § 1692 (Fair Debt Collection Practices Act, FDCPA)** – Provides
8 a private right of action for fraudulent representations and unlawful debt
9 collection practices, including fraudulent or deceptive methods used to
10 collect debts.

11 **Second (2nd) Cause of Action (*Breach of Contract*)**

12 5. **Compensatory Damages for Breach of Contract:** Plaintiffs demand
13 compensatory damages resulting from Defendants' breach of the Contract and
14 Security Agreement. Defendants have failed to perform their obligations as
15 required under the contract, which was deemed accepted by their **non-response**
16 to the terms outlined in the contract, including but not limited to their failure to
17 address the affixed contractual duties and obligations.

18 6. **Private Right of Action for Breach of Contract: A Private Right of Action** for
19 breach of contract is established under **Uniform Commercial Code (U.C.C.) §**
20 **2-715**, which provides a remedy for non-performance or wrongful failure to
21 perform an agreement. Under this provision, Plaintiffs are entitled to demand
22 compensatory damages for any loss incurred as a result of Defendants' failure to
23 uphold the terms of the contract.

24 7. **Non-performance and Civil Claim for Damages:** As per **common law contract**
25 **principles**, non-performance of an agreement entitles the non-breaching party to
26 pursue a **civil claim** for damages arising from the breach. Defendants' willful
27 non-performance and failure to satisfy their obligations as set forth in the
28 contract have directly resulted in financial harm to Plaintiffs, for which they

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1 demand restitution and any other appropriate remedies as deemed just and
2 proper by the Court.

3 **Third (3rd) Cause of Action (Theft, Embezzlement, and Fraudulent**
4 **Misapplication of Funds and Assets)**

5 8. For restitution of funds and assets misappropriated by Defendants, constituting
6 embezzlement, as per applicable laws.

7 9. For punitive damages due to Defendants' intentional, willful, and malicious
8 misappropriation and negligence of Plaintiff's property.

9 10. **Private Right of Action:** Under 18 U.S.C. § 666 and common law embezzlement
10 principles, victims of embezzlement have a private right of action for recovery of
11 stolen assets and damages caused by the wrongful appropriation of funds.

12 **Fourth (4th) Cause of Action (Fraud, Forgery, and Unauthorized Use**
13 **of Identity)**

14 11. For compensatory damages due to Defendants' unlawful use of Plaintiffs'
15 private and personal information without authorization.

16 12. For punitive damages for the willful and intentional unauthorized use of
17 identity.

18 13. **Private Right of Action:** Under 18 U.S.C. § 1028, individuals whose identities
19 have been fraudulently used may pursue a private right of action for damages
20 caused by the unauthorized use of personal information.

21 **Fifth (5th) Cause of Action (Monopolization of Trade and Commerce**
22 **and Unfair Business Practices)**

23 14. For compensatory damages due to Defendants' unlawful restraint of trade and
24 commerce, in violation of antitrust laws.

25 15. For **equitable relief** to prevent further monopolistic practices.

26 16. **Private Right of Action:** Under Sherman Antitrust Act, 15 U.S.C. § 2, private
27 parties may bring suit for monopolistic practices and demand both damages and
28 injunctive relief to prevent future violations.

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1 **Sixth (6th) Cause of Action (Deprivation of Rights under the Color of
2 Law)**

3 **17. Compensatory Damages:** Plaintiffs demand compensatory damages arising
4 from the deprivation of their constitutional rights under **42 U.S.C. § 1983** and **18
5 U.S.C. § 241**. These damages are necessary to redress the harm suffered by
6 Plaintiffs as a direct result of Defendants' unlawful actions, including violations
7 of due process, equal protection, and other fundamental rights guaranteed by
8 the U.S. Constitution.

9 **18. Punitive Damages:** Plaintiffs further demand punitive damages based on
10 Defendants' intentional, willful, and malicious deprivation of Plaintiffs'
11 constitutional rights. These damages are warranted to deter Defendants and
12 others from engaging in similar conduct in the future and to hold them
13 accountable for their egregious and oppressive actions.

14 **19. Private Right of Action:** Pursuant to **42 U.S.C. § 1983**, Plaintiffs, as private
15 individuals, have the right to sue state actors who have deprived them of their
16 constitutional rights under color of law. This statute provides for both
17 compensatory and punitive damages as remedies for such violations.
18 Additionally, under **18 U.S.C. § 241**, Plaintiffs highlight the criminal conspiracy
19 by Defendants to interfere with their constitutional rights, further underscoring
20 the gravity of the violations and the need for judicial intervention and damages.

21 **Seventh (7th) Cause of Action (Receiving Extortion Proceeds)**

22 **20. Compensatory Damages for Unlawful Benefit from Extortion Proceeds:**

23 Plaintiffs demand **compensatory damages** resulting from Defendants' unlawful
24 benefit obtained from **extortion proceeds** in violation of **18 U.S.C. § 880** and **15
U.S.C. § 1** (Sherman Antitrust Act). Defendants employed coercive tactics,
25 including the unlawful initiation of foreclosure and/or repossession, threats,
26 and false claims of authority, to compel Plaintiffs to act against their interests
27 and submit to fraudulent claims. These actions constitute extortion, with the
28

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1 Defendants unlawfully benefiting from the wrongful appropriation of Plaintiffs'
2 property.

3 **21. Punitive Damages for Willful and Malicious Participation in Extortion:**

4 Plaintiffs further demand **punitive damages** due to Defendants' **intentional,**
5 **willful**, and **malicious participation** in the unlawful act of extortion.

6 Defendants' coercive conduct not only constitutes a direct violation of federal
7 law but was done with the deliberate intent to harm Plaintiffs, strip them of their
8 property rights, and gain an unlawful advantage.

9 **22. Violation of 42 U.S.C. § 1983 - Deprivation of Rights Under Color of Law:**

10 Defendants' actions violate **42 U.S.C. § 1983**, which allows for a civil action for
11 the deprivation of rights secured by the Constitution or federal law. Acting
12 under color of law, Defendants unlawfully deprived Plaintiffs of their property
13 rights, which are constitutionally protected. Defendants' actions in initiating
14 foreclosure and/or repossession and making false claims of authority have
15 unlawfully deprived Plaintiffs of their constitutional rights, thus entitling
16 Plaintiffs to demand restitution and damages for the violation of their property
17 rights.

18 **23. Violation of 15 U.S.C. § 1 (Sherman Antitrust Act):** Defendants' coercive
19 foreclosure and/or repossession actions, which may be part of a broader effort
20 to monopolize or restrain trade, violate **15 U.S.C. § 1** of the **Sherman Antitrust**
21 **Act.** By conspiring to restrict Plaintiffs' right to freely manage their property and
22 engage in commerce, Defendants' conduct constitutes illegal restraint of trade,
23 and Plaintiffs are entitled to remedies under federal antitrust law for these
24 violations.

25 **24. Unjust Enrichment Under Restatement (Second) of Torts:** Through their
26 fraudulent foreclosure and/or repossession practices and extortionate behavior,
27 Defendants have unjustly enriched themselves by receiving benefits from the
28 wrongful appropriation of Plaintiffs' property. Under the **Restatement (Second)**

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1 **of Torts**, unjust enrichment occurs when one party benefits at the expense of
2 another through wrongful conduct. Defendants' receipt of extortion proceeds
3 from Plaintiffs' property constitutes unjust enrichment, and as a result,
4 Defendants should be required to disgorge these ill-gotten gains.

5 **25. Private Right of Action for Extortion and Related Criminal Activities:**

- 6 • 18 U.S.C. § 880 provides a **private right of action** for restitution to victims of
7 extortion. Plaintiffs are entitled to recover funds or property obtained
8 through extortionate means, and to demand **restitution** for the unlawful
9 benefit Defendants derived from their coercive tactics.
- 10 • Additionally, **civil RICO claims** under 18 U.S.C. § 1962 allow Plaintiffs to
11 demand remedies for the pattern of racketeering activity, including extortion
12 and related criminal activities, resulting in financial injury. Plaintiffs can
13 pursue **damages, punitive damages**, and other appropriate civil remedies for
14 Defendants' racketeering acts.

15 **Eighth (8th) Cause of Action (False Pretenses and Fraud)**

16 **26. Compensatory Damages for Fraudulent Representations:** Plaintiffs demand
17 compensatory damages resulting from Defendants' fraudulent representations
18 regarding ownership and authority related to foreclosure and/or repossession
19 proceedings. Defendants knowingly made false representations concerning their
20 right to initiate foreclosure and/or repossession actions, which were detrimental
21 to Plaintiffs' property rights.

22 **27. Punitive Damages for Willful and Malicious Intent:** Plaintiffs demand
23 punitive damages for Defendants' intentional, willful, and malicious
24 conduct in creating false pretenses to facilitate the wrongful foreclosure
25 and/or repossession. Defendants acted with an intentional disregard for
26 the truth and with a malice that warrants punitive damages to deter such
27 conduct.

28 **28. Private Right of Action:**

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- 1 • **Restatement (Second) of Torts § 530: Under Restatement (Second) of Torts**
2 § 530, victims of fraudulent misrepresentation may pursue both
3 compensatory and punitive damages. This legal principle supports Plaintiffs'
4 right to demand redress for both the actual harm caused by the fraudulent
5 representations and the malicious intent behind such actions.
- 6 • **Private Right of Action under State Fraud Laws:** Plaintiffs are entitled to
7 pursue a **private right of action** for fraudulent misrepresentation under
8 applicable state laws governing fraud, deceit, and false pretenses. These state
9 laws provide for the recovery of both compensatory and punitive damages
10 for fraudulent conduct.
- 11 • **Civil Remedies for Fraud under 18 U.S.C. § 1343 (Wire Fraud):** Under 18 U.S.C. §
12 **1343**, which criminalizes wire fraud, Plaintiffs may also pursue civil remedies,
13 including compensatory and punitive damages, if Defendants' actions involved the
14 use of interstate communication for fraudulent purposes.

15 **29. Remedies Sought:**

- 16 • **Compensatory Damages** for the financial harm caused by Defendants'
17 fraudulent misrepresentations.
- 18 • **Punitive Damages** to punish Defendants for their intentional and malicious
19 conduct and to deter future fraudulent actions.
- 20 • **Equitable Relief** as appropriate, including the potential return of
21 property or compensation for losses stemming from the **fraudulent**
22 **repossession** actions.

23 **Ninth (9th) Cause of Action (Extortion)**

- 24 **30. Compensatory Damages:** Plaintiff(s) demand **compensatory damages** for the
25 harm caused by Defendants' extortion attempts, which unlawfully forced
26 Plaintiff(s) into compliance through coercive and unlawful demands.
- 27 **31. Punitive Damages:** Plaintiff(s) demand **punitive damages** for Defendant(s)'
28 intentional, willful, and malicious conduct in committing extortion under 18

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1 U.S. Code § 878, which governs the penalties for threats and extortion related to
2 foreign officials, internationally protected persons, and official guests.

3 **32. Private Right of Action:** 18 U.S.C. § 873 provides a civil **right of action** for
4 victims of extortion, enabling Plaintiff(s) to pursue damages stemming from
5 Defendants' unlawful extortionate conduct. Furthermore, individuals may
6 pursue **civil remedies** under **RICO statutes** (Racketeer Influenced and Corrupt
7 Organizations Act) when the extortion is connected to a pattern of racketeering
8 activity, providing an additional legal avenue for redress.

9 **33. RICO Claims:** Plaintiff(s) may also pursue damages and relief under the **civil**
10 **RICO statutes** if Defendants' coercive and extortionate actions are part of a
11 larger pattern of racketeering activity. This includes demanding damages for
12 financial harm, reputational damage, and the unlawful benefits Defendants
13 obtained through extortion

14 **Tenth (10th) Cause of Action (Racketeering)**

15 **34. Nature of the Claim:** This cause of action arises from Defendants' intentional,
16 willful, and malicious engagement in a pattern of racketeering activities in
17 violation of 18 U.S.C. § 1961 et seq., causing substantial harm to Plaintiff.

18 **35. Compensatory Damages:** Plaintiff demands compensatory damages for injuries
19 to their property and rights caused by Defendants' ongoing racketeering
20 activities, including but not limited to fraudulent and illegal actions aimed at
21 depriving Plaintiff of their property through extortion, false claims, and
22 fraudulent misrepresentations.

23 **36. Punitive Damages:** Plaintiff further demands punitive damages due to
24 Defendants' intentional, willful, and malicious conduct, which reflects a blatant
25 disregard for the law and Plaintiff's rights.

26 **37. Private Right of Action:** Pursuant to 18 U.S.C. § 1964(c), Plaintiff asserts their
27 private right of action to bring claims under the **Racketeer Influenced and**
28 **Corrupt Organizations (RICO) Act.** This statute enables private parties to

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1 demand both compensatory and punitive damages for injuries caused by
2 ongoing criminal enterprises and racketeering activities

3 **Eleventh (11th) Cause of Action (Bank Fraud)**

4 38. For compensatory damages due to Defendants' violation of 18 U.S.C. § 1344
5 through fraudulent schemes to defraud financial institutions.

6 39. For punitive damages for Defendants' intentional, willful, and malicious intent
7 to defraud.

8 40. **Private Right of Action:** Although 18 U.S.C. § 1344 does not expressly grant a
9 private right of action, civil remedies for fraud and breach of fiduciary duties
10 under common law or UCC § 3-305 may provide a basis for damages.

11 **Twelfth (12th) of Action (Fraudulent Transfer of Property and
12 Securities)**

13 41. **Nature of the Claim:** This cause of action arises from Defendants' intentional,
14 willful, and malicious fraudulent transfer and transportation of stolen property
15 and securities in violation of **18 U.S.C. § 2314**.

16 42. **Compensatory Damages:** Plaintiff demands compensatory damages for the
17 unlawful transfer and transportation of stolen property and securities, including
18 but not limited to assets wrongfully removed, withheld, or concealed in
19 violation of the law.

20 43. **Punitive Damages:** Plaintiff further demands punitive damages due to
21 Defendants' intentional, willful, and malicious conduct in fraudulently
22 transferring and transporting assets, which constitutes a clear violation of
23 property and trust rights.

24 44. **Private Right of Action:**

25 a. While **18 U.S.C. § 2314** criminalizes the transportation of stolen property, it
26 does not independently create a private right of action.

27 b. Plaintiff asserts civil remedies under relevant laws, including claims for fraud,
28 unjust enrichment, and restitution, to recover damages resulting from the

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1 fraudulent transfer of property.

2 c. Pursuant to **UCC § 9-315**, Plaintiff asserts their right to claim damages related
3 to the wrongful transfer of collateral or property that violates security
4 agreements and other lawful protections of property interests.

5 **Thirteenth (13th) Cause of Action (Slander of Title)**

6 **45. Nature of the Claim:** This cause of action arises from Defendants' false,
7 malicious, and defamatory filings that clouded the title to Plaintiff's Property,
8 thereby damaging Plaintiff's ownership rights and interfering with their lawful
9 use and enjoyment of the Property.

10 **46. Declaratory Relief:** Plaintiff demands a declaration that their title to the
11 Property is free and clear of any adverse claims made by Defendants, and that
12 all fraudulent filings, encumbrances, or liens be deemed null and void.

13 **47. Punitive Damages:** Plaintiff further demands punitive damages due to
14 Defendants' intentional, willful, and malicious actions, which were calculated to
15 defraud and injure Plaintiff and unlawfully encumber their Property.

16 **48. Compensatory Damages:** Plaintiff demands compensatory damages for the
17 harm caused by Defendants' actions, including but not limited to the costs
18 associated with clearing the title, diminished value of the Property, and other
19 economic losses incurred as a direct result of Defendants' wrongful conduct.

20 **49. Private Right of Action:**

21 **50.a. Common Law Slander of Title:** A private right of action for slander of
22 title exists under well-established common law tort principles. This right
23 allows a property owner to recover damages caused by false and
24 defamatory statements that directly impair their ownership rights or title
25 to the Property.

- 26 b. Defendants' filings meet the criteria for slander of title, as they were:
27 i. Published to third parties.
28 ii. False and malicious in nature.

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1 iii. Specifically calculated to cause harm by casting doubt on Plaintiff's
2 title.

3 iv. Resulting in actual damages to Plaintiff.

4 **Fourteenth (14th) Cause of Action (Replevin or Compensation)**

5 **51. Nature of the Claim:**

6 This cause of action demands judgment for the replevin of the Property, or
7 compensation for its value in favor of Plaintiffs, ensuring it is free and
8 clear of any adverse claims or interests wrongfully asserted by Defendants.
9 Plaintiffs' ownership rights are evidenced and established through **UCC1**
10 **filing and NOTICE #240820-1227141 and UCC3 filing and NOTICE**
11 **#240909-1746112** (Exhibits B and C) and unrebutted contract commercial
12 affidavits (attached as **Exhibits F and H**).

13 **52. Relief Demanded:** Plaintiffs demand immediate return of the private
14 trust property or compensation in the amount of Five Hundred Thousand
15 Dollars.

16 **53. Punitive Damages:** Plaintiffs demand punitive damages for Defendants'
17 unlawful and false claims against Plaintiffs' property rights..

18 **Fifteenth (15th)Cause of Action (Unlawful Interference, Intimidation,
19 Extortion, and Emotional Distress)**

20 **54. Nature of the Claim:** Defendants willfully and knowingly engaged in a
21 pattern of unlawful conduct, including threats of violence, intimidation,
22 and extortion, with the specific intent to interfere with Plaintiffs' lawful
23 business activities and economic pursuits. Defendants' actions were
24 malicious, intentional, and calculated to cause harm to Plaintiffs' business
25 interests, personal well-being, and economic opportunities.

26 55. Defendants have admitted to these actions, as evidenced by their
27 *unrebutted* affidavits, which are legally deemed as true under established
28 principles of law.

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1 **56. Unlawful Conduct:**

2 **a. Threats of Violence and Intimidation:**

3 Defendants intentionally made threats of violence and intimidation against
4 Plaintiffs with the aim of coercing them into complying with unlawful
5 demands. These threats, communicated through electronic means, written
6 correspondence, and verbal statements, were calculated to instill fear and
7 force Plaintiffs to act against their will.

8 **b. Extortionate Acts:**

9 Defendants' conduct constitutes extortion, as their threats of harm were
10 specifically intended to coerce Plaintiffs into relinquishing property,
11 money, services, or rights to which Plaintiffs are legally entitled. These
12 extortionate acts, as admitted by Defendants in their unrebutted affidavits,
13 were undertaken with malicious intent to disrupt Plaintiffs' business and
14 personal affairs.

15 **c. Unlawful Interference:**

16 Defendants intentionally disrupted Plaintiffs' ability to conduct lawful
17 commerce and business activities through a pattern of coercion and
18 intimidation. This interference directly caused Plaintiffs to suffer financial
19 losses, damage to business reputation, and the loss of economic
20 opportunities.

21 **57. Resulting Harm:**

22 As a direct and proximate result of Defendants' unlawful conduct,
23 Plaintiffs have suffered the following damages:

24 **a. Economic Damages:** Loss of business opportunities, financial harm, and
25 damage to Plaintiffs' business reputation.

26 **b. Emotional and Psychological Harm:** Severe emotional distress,
27 humiliation, anxiety, and other forms of personal and psychological harm
28 caused by Defendants' extreme and outrageous conduct.

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1 **c. Tangible Losses:** Plaintiffs incurred medical expenses and other costs
2 related to addressing the emotional and psychological harm caused by
3 Defendants' actions.

4 **58. Admissions and Unrebutted Evidence:**

5 Plaintiffs' allegations are supported by their sworn affidavits, which
6 remain unrebutted by Defendants. Defendants' own admissions, as set
7 forth in their affidavits, confirm their unlawful conduct, including threats,
8 intimidation, and extortion. These facts, being unrebutted, must be
9 accepted as true, and Plaintiffs are entitled to judgment as a matter of law
10 based on the established record.

11 **59. Relief Sought:**

12 **a. Compensatory Damages:** Plaintiffs demand damages for the financial
13 losses, emotional distress, and other harm caused by Defendants' unlawful
14 interference, intimidation, and extortion.

15 **b. Punitive Damages:** Plaintiffs demand punitive damages to punish
16 Defendants for their intentional, willful, and malicious conduct and to
17 deter similar behavior in the future.

18 **c. Injunctive Relief:** Plaintiffs demand a permanent injunction to enjoin
19 Defendants from engaging in any further unlawful interference, threats,
20 intimidation, or extortion against Plaintiffs or their business interests.

21 **d. Declaratory Relief:** Plaintiffs request a declaration affirming that
22 Defendants' conduct violated federal and state laws, including extortion
23 and interference with commerce, and confirming Plaintiffs' entitlement to
24 relief.

25 **60. Legal Basis:**

26 **a. Hobbs Act (18 U.S.C. § 1951):** Defendants' actions constitute extortion
27 and unlawful interference with commerce, as prohibited under the Hobbs
28 Act.

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1 **b. State Tort Law:** Defendants' conduct also gives rise to claims under
2 state law for intentional infliction of emotional distress, tortious
3 interference with business relations, and extortion.

4 **c. Unrebutted Evidence:** Defendants' admissions and failure to rebut
5 Plaintiffs' affidavits further solidify the Plaintiffs' claims, entitling them to
6 judgment as a matter of law.

7 **61. Enjoinment Against Future Misconduct:**

8 Defendants' repeated and deliberate unlawful conduct demonstrates a
9 high likelihood of recurrence. Plaintiffs demand injunctive relief to enjoin
10 Defendants from engaging in any future threats, intimidation, extortion, or
11 interference with Plaintiffs' lawful activities or property rights.

12 **Sixteenth (16th) Cause of Action (Declaratory Judgement)**

13 **62. Fraud:** For a declaratory judgment affirming that Defendants have
14 committed acts of fraud by willfully misrepresenting material facts,
15 concealing critical information, and engaging in deceptive practices,
16 resulting in harm to Plaintiffs. This judgment will establish Defendants'
17 liability and confirm Plaintiffs' entitlement to relief as provided under
18 applicable federal and state laws.

19 **63. Breach of Contract:** For a declaratory judgment affirming the terms and
20 enforceability of the self-executing Contract and Security Agreement.
21 Defendants' failure to rebut Plaintiffs' commercial affidavits constitutes tacit
22 agreement to these terms, thereby confirming Defendants' breach of contract
23 and their liability for damages.

24 **64. Theft, Embezzlement, and Fraudulent Misapplication of Funds and Assets:**
25 For a declaratory judgment confirming that Defendants engaged in theft,
26 embezzlement, and fraudulent misapplication of Plaintiffs' funds and assets,
27 and to restore the misappropriated assets as outlined in the Contract and
28 Security Agreement.

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- 1 **65. Fraud, Forgery, and Unauthorized Use of Identity:** For a declaratory judgment
2 affirming that Defendants committed fraud and forgery by unlawfully using
3 Plaintiffs' identity without authorization. This includes the creation,
4 manipulation, or misuse of documents bearing Plaintiffs' name, which resulted
5 in financial harm and reputational damage to Plaintiffs.
- 6 **66. Monopolization of Trade and Commerce and Unfair Business Practices:** For a
7 declaratory judgment affirming that Defendants engaged in unlawful
8 monopolistic practices and unfair business practices, including restricting
9 market competition and exploiting Plaintiffs' business interests. This judgment
10 will clarify the public harm caused by Defendants' actions and their impact on
11 Plaintiffs' rights to fair trade and commerce. **Deprivation of Rights Under Color**
12 **of Law:** For a declaratory judgment affirming that Defendants, acting under the
13 color of law, deprived Plaintiffs of their constitutional and statutory rights. This
14 includes violations of due process, equal protection, and other rights under
15 federal and state laws.
- 16 **67. Receiving Extortion Proceeds, False Pretenses, and Fraud:** For a declaratory
17 judgment affirming that Defendants knowingly received and benefited from
18 proceeds obtained through extortion, false pretenses, and fraud. This judgment
19 will confirm the illegal nature of these transactions and establish Defendants'
20 liability for damages.
- 21 **68. Extortion and Racketeering:** For a declaratory judgment affirming that
22 Defendants engaged in extortion and racketeering activities in violation of
23 federal and state laws. This judgment will affirm the unlawful nature of
24 Defendants' conduct and its impact on Plaintiffs' rights and interests.
- 25 **69. Bank Fraud:** For a declaratory judgment affirming that Defendants engaged in
26 bank fraud under 18 U.S.C. § 1344, involving fraudulent representations,
27 mismanagement of financial instruments, and unlawful practices causing harm
28 to Plaintiffs.

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- 1 **70. Fraudulent Transportation and Transfer of Stolen Goods and Securities:** For a
2 declaratory judgment confirming that Defendants unlawfully transported and
3 transferred stolen goods, funds, and securities in violation of federal law. This
4 judgment will confirm Defendants' fraudulent acts and establish their liability
5 for such misconduct.
- 6 **71. Slander of Title:** For a declaratory judgment affirming the validity of Plaintiffs'
7 title to the property in question and confirming that Defendants' defamatory
8 actions have unlawfully clouded Plaintiffs' title, causing reputational and
9 financial harm.
- 10 **72. Replevin or Compensation:** For a declaratory judgment confirming that Plaintiffs are
11 the sole and lawful owners of the property, free of any claims or encumbrances asserted
12 by Defendants, and quieting the title as against Defendants' actions.
- 13 **73. Unlawful Interference, Intimidation, Extortion, and Emotional Distress:** For a
14 declaratory judgment affirming that Defendants engaged in unlawful
15 interference, intimidation, and extortion, which caused emotional distress and
16 harm to Plaintiffs, thereby establishing Defendants' liability and the extent of
17 damages suffered.
- 18 **74. Declaratory Judgment for Tacit Agreement and Liability:** For a declaratory
19 judgment affirming that Defendants, by failing to rebut Plaintiffs' duly executed
20 and notarized commercial affidavits, have tacitly agreed to the terms of the self-
21 executing Contract and Security Agreement. This includes Defendants'
22 stipulated liability in the amount of One Hundred Million Dollars
23 (\$100,000,000).

24 **Seventeenth (17th) Cause of Action (*Summary Judgement as a matter*
25 *of law*)**

- 26 75. Plaintiffs respectfully request that the Court grant the following relief for
27 the Seventeenth Cause of Action, based on the undisputed facts,
28 Defendants' failure to rebut Plaintiffs' affidavits, and the governing legal

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1 principles, pursuant to **Rule 56(c) of the South Carolina Rules of Civil**
2 **Procedure (SCRCP)** and **Rule 56 of the Federal Rules of Civil Procedure:**

3 **1. Grant Summary Judgment in Plaintiffs' Favor:**

- 4 • Declare that no triable issue of material fact exists, as Defendants have
5 failed to rebut or produce any competent evidence to controvert
6 Plaintiffs' verified affidavits.
- 7 • Conclude that Plaintiffs are entitled to judgment as a matter of law
8 pursuant to **Rule 56(c) of the South Carolina Rules of Civil Procedure**
9 **(SCRCP)** and **Rule 56 of the Federal Rules of Civil Procedure**, which
10 both establish that summary judgment is appropriate when there is no
11 genuine dispute as to any material fact.

12 **2. Recognize the Finality of *Unrebutted* Affidavits:**

- 13 • Affirm that Plaintiffs' *unrebutted* affidavits are conclusive and binding as a
14 matter of law under the doctrines of **res judicata**, **stare decisis**, and **collateral**
15 **estoppel**, establishing all relevant facts necessary for judgment.
- 16 • Hold that Defendants' failure to respond or contest the affidavits
17 creates a legal presumption of their validity and precludes any dispute
18 regarding their content.

19 **3. Monetary Judgment as a Matter of Law:**

- 20 • Enter judgment in favor of Plaintiffs in the total amount of **One**
21 **Hundred Million Dollars (\$100,000,000)**, as there is no dispute as to the
22 material facts or the amounts owed. This sum is due as a matter of law
23 under **Rule 56** and **Rule 56(c) of the South Carolina Rules of Civil**
24 **Procedure (SCRCP)**, based on Defendants' failure to provide any
25 evidence or rebut Plaintiffs' claims.

26 **4. Equitable Relief:**

- 27 • Declare that Defendants are barred from contesting the facts established
28 by the unrebutted affidavits and Plaintiffs' supporting evidence.

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- 1 • Order Defendants to comply with any specific equitable remedies or
2 obligations outlined in Plaintiffs' affidavits and contracts.

3 **5. Costs and Further Relief:**

- 4 • Award Plaintiffs their costs and reasonable attorney fees incurred in
5 bringing this motion.
- 6 • Grant such further relief as the Court deems just, equitable, and proper.

7 Plaintiffs affirm that, as a matter of law, the undisputed facts, along with
8 Defendants' failure to present contrary evidence, render the amount of
9 **One Hundred Million Dollars (\$100,000,000)** immediately due and
10 owing. Under **Rule 56(c) of the South Carolina Rules of Civil Procedure**
11 (**SCRCP**) and **Rule 56**, the absence of any genuine dispute of material fact
12 mandates the entry of summary judgment in favor of Plaintiffs in the
13 specified amount, along with all other requested relief.

14 **Supporting Evidence:**

- 15 111. **Exhibits "A" through "O,"** which include the unrebutted commercial
16 affidavits and related documentation establishing Defendants' tacit
17 agreement and the undisputed merit and validity of Plaintiffs' claims.

18 //

19 **LIST OF EXHIBITS / EVIDENCE:**

20 1. **Exhibit A:** Affidavit: Power of Attorney in Fact.

21 2. **Exhibit B:** UCC1 filing #**240820-1227141**

22 3. **Exhibit C:** UCC3 filing #**240909-1746112**

23 4. **Exhibit D:** national/non-citizen national/internationally protected person PASSPORT
24 CARD #**C34494678**.

25 5. **Exhibit E:** national/non-citizen national/internationally protected person PASSPORT
26 BOOK #**A45202697**.

27 6. **Exhibit F:** Contract Security Agreement #**RF661592921US**.

28 7. **Exhibit G:** Form 3811 corresponding to Exhibit F

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- 1 8. **Exhibit H:** Contract Security Agreement #**RF438602920US**.
- 2 9. **Exhibit I:** Form 3811 corresponding to Exhibit H
- 3 10. **Exhibit J:** INVOICE/TRUE BILL #**BMW BANK DISHON 9924**
- 4 11. **Exhibit K:** Private Post Registered (with U.S. Treasury) \$200,000,000,000.00 USD
5 'MASTER DISCHARGE AND INDEMNITY BOND,' #RF661592161US.
- 6 12. **Exhibit L:** 2023 form 1099-OID, for \$100,000.00.
- 7 13. **Exhibit M:** 2023 form 1099-A, for \$100,000.00
- 8 14. **Exhibit N:** Fraudulent 'Notice of Our Plans to Sell Property'
- 9 15. **Exhibit O:** BILL OF EXCHANGE for \$100,000 tendered to Defendants
- 10 //
- 11 //
- 12 //

WORDS DEFINED GLOSSARY OF TERMS:

As used in this Affidavit, the following words and terms are as defined in this section, non-obstante:

1. **Attorney:** Strictly, one who is designated to transact business for another; a legal agent. — Also termed attorney-in-fact; private attorney. 2. A person who practices law; LAWYER. Also termed (in sense 2) attorney-at-law; public attorney. A person who is appointed by another and has authority to act on behalf of another. *See also POWER OF ATTORNEY.* See, Black's Law Dictionary 8th Edition, pages 392-393, Oxford Dictionary or Law, 5th Edition, page 38, American Bar Association's website.
2. **Attorney-in-fact:** A private attorney authorized by another to act in his place and stead, either for some particular purpose, as to do a particular act, or for the transaction of business in general, not of a legal character. This authority is conferred by an instrument in writing, called a "letter of attorney," or more commonly a "power of attorney." A person to whom the authority of another, who is called the constituent, is by him lawfully

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1 delegated. The term is employed to designate persons who are under
2 special agency, or a special letter of attorney, so that they are appointed in
3 *factum*, for the deed, or special act to be performed; but in a more
4 extended sense it includes all other agents employed in any business, or
5 to do any act or acts in pais for another. Bacon, Abr. Attorney; Story, Ag. §
6 25. All persons who are capable of acting for themselves, and even those
7 who are disqualified from acting in their own capacity, if they have
8 sufficient understanding, as infants of proper age, and femes coverts, may
9 act as attorney of other. The person named in a power of attorney to act
10 on your behalf is commonly referred to as your "agent" or "attorney-in-
11 fact." With a valid power of attorney, your agent can take any action
12 permitted in the document.— See Bouvier's Law Dictionary, volumes 1, 2,
13 and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages 105, 103, and
14 392 respectively, and the American Bar Association's website on 'Power of
15 Attorney' and 'Attorney-In-Fact'

16 3. **financial institution:** a person, an individual, a private banker, a business engaged
17 in vehicle sales, including automobile, airplane, and boat sales, persons involved in
18 real estate closings and settlements, the United States Postal Service, a commercial
19 bank or trust company, any credit union, an agency of the United States Government
20 or of a State or local government carrying out a duty or power of a business described
21 in this paragraph, a broker or dealer in securities or commodities, a currency
22 exchange, or a business engaged in the exchange of currency, funds, or value that
23 substitutes for currency or funds, financial agency, a loan or finance company, an
24 issuer, redeemer, or cashier of travelers' checks, checks, money orders, or similar
25 instruments, an operator of a credit card system, an insurance company, a licensed
26 sender of money or any other person who engages as a business in the transmission of
27 currency, funds, or value that substitutes for currency, including any person who
28 engages as a business in an informal money transfer system or any network of people

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1 who engage as a business in facilitating the transfer of money domestically or
2 internationally outside of the conventional financial institutions system. Ref, 31 U.S.
3 Code § 5312 - Definitions and application.

4 4. **individual:** As a noun, this term denotes a single **person** as distinguished from a
5 group or class, and also, very commonly, a private or natural person as distinguished
6 from a partnership, corporation, or association; but it is said that this restrictive
7 signification is not necessarily inherent in the word, and that it **may**, in proper cases,
8 include **artificial persons**. As an adjective: Existing as an indivisible entity. Of or
9 relating to a single person or thing, as opposed to a group.— See Black's Law
10 Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.

11 5. **person:** Term may include artificial beings, as corporations. The term means an **individual**,
12 **corporation**, **business trust**, **estate**, **trust**, **partnership**, **limited liability company**, **association**,
13 **joint venture**, **government**, **governmental subdivision**, **agency**, or **instrumentality**, **public**
14 **corporation**, or any other legal or commercial **entity**. The term "person" shall be construed to
15 mean and include an individual, a trust, estate, partnership, association, company or
16 corporation. The term "person" means a **natural person** or an **organization**. -**Artificial**
17 **persons**. Such as are created and devised by law for the purposes of society and government,
18 called "corporations" or bodies politic." -**Natural persons**. Such as are formed by nature, as
19 distinguished from artificial persons, or corporations. -**Private person**. An individual who is
20 not the incumbent of an office. Persons are divided by law into natural and **artificial**. Natural
21 persons are such as the God of nature formed us; **artificial** are such as are created and devised
22 by **human laws**, for the purposes of society and government, which are called "corporations"
23 or "bodies politic." — See Uniform Commercial Code (UCC) § 1-201, Black's Law Dictionary
24 1st, 2nd, and 4th edition pages 892, 895, and 1299, respectively, 27 Code of Federal Regulations
25 (CFR) § 72.11 - Meaning of terms, and 26 United States Code (U.S. Code) § 7701 - Definitions.

26 6. **bank:** a **person** engaged in the business of banking and includes a savings bank,
27 savings and loan association, credit union, and **trust company**. The terms "banks",
28 "national bank", "national banking association", "member bank", "board", "district",

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1 and "reserve bank" shall have the meanings assigned to them in section 221 of this
2 title. An institution, of great value in the commercial world, empowered to receive
3 deposits of money, to make loans. and to issue its promissory notes, (designed to
4 circulate as money, and commonly called "bank-notes" or "bank-bills") or to perform
5 any one or more of these functions. The term "bank" is usually restricted in its
6 application to an incorporated body; while a **private individual** making it his business
7 to conduct banking operations is denominated a "banker." Banks in a commercial
8 sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation.
9 Strictly speaking, the term "bank" implies a place for the deposit of money, as that is
10 the most obvious purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S.
11 Code § 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117,
12 183-184, 139-140, and 437-439.

- 13 7. **discharge:** To cancel or unloose the obligation of a contract; to make an agreement or
14 contract null and inoperative. Its principal species are rescission, release, accord and
15 satisfaction, performance, judgement, composition, bankruptcy, merger. As applied to
16 demands claims, right of action, incumbrances, etc., to discharge the debt or claim is to
17 extinguish it, to annul its obligatory force, to satisfy it. And here also the term is
18 generic; thus a dent , a mortgage. As a noun, the word means the act or instrument by
19 which the binding force of a contract is terminated, irrespective of whether the
20 contract is carried out to the full extent contemplated (in which case the discharge is
21 the result of performance) or is broken off before complete execution. See, Blacks Law
22 Dictionary 1st, page.
23 8. **pay:** To discharge a debt; to deliver to a creditor the value of a debt, either in money or
24 in goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either
25 in money or In goods, for his acceptance, by which the debt is discharged. See Blacks
26 Law Dictionary 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.
27 9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or
28 liability. by the delivery of money or other value. Also the money or thing so

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1 delivered. Performance of an obligation by the delivery of money or some other
2 valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment
3 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction
4 of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and
5 3576-3577, respectively.

6 10. **may:** An auxiliary verb qualifying the meaning of another verb by expressing
7 ability, competency, liberty, permission, probability or contingency. —
8 Regardless of the instrument, however, whether constitution, statute, deed,
9 contract or whatnot, courts not infrequently construe "may" as "shall" or
10 "must". — See Black's Law Dictionary, 4th Edition page 1131.

11 11. **extortion:** The term "extortion" means the obtaining of property from another,
12 with his consent, induced by wrongful use of actual or threatened force,
13 violence, or fear, or under **color** of official right. — See 18 U.S. Code § 1951 -
14 Interference with commerce by threats or violence.

15 12. **national:** "foreign government", "foreign official", "internationally protected
16 person", "international organization", "national of the United States", "official
17 guest," and/or "non-citizen national." **They all have the same meaning.** See
18 Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and
19 internationally protected persons.

20 13. **United States:** For the purposes of this Affidavit, the terms "United States" and
21 "U.S." *mean only the Federal Legislative Democracy of the District of Columbia,*
22 Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and any other
23 Territory within the "United States," which entity has its origin and jurisdiction
24 from Article 1, Section 8, Clause 17-18 and Article IV, Section 3, Clause 2 of the
25 Constitution for the United States of America. *The terms "United States" and*
26 *"U.S."* *are NOT to be construed to mean or include the sovereign, united 50 states of*
27 *America.*

28 //

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1 14. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive
2 another of his right, or in some manner to do him an injury. As distinguished
3 from negligence, it is always positive, intentional. as applied to contracts is the
4 cause of an error bearing on material part of the contract, created or continued
5 by artifice, with design to obtain some unjust advantage to the one party, or to
6 cause an inconvenience or loss to the other. in the sense of court of equity,
7 properly includes all acts, omissions, and concealments which involved a
8 breach of legal or equitable duty, trust, or confidence justly reposed, and are
9 injurious to another, or by which an undue and unconscientious advantage is
10 taken of another. See Black's Law Dictionary, 1st and 2nd Edition, pages 521-522
11 and 517 respectively.

12 15. **color:** appearance, semblance. or simulacrum, as distinguished from that which
13 is real. A prima facie or apparent right. Hence, a deceptive appearance; a
14 plausible, assumed exterior, concealing a lack of reality; a a disguise or pretext.
15 See, Black's Law Dictionary 1st Edition, page 222.

16 16. **colorable:** That which is in appearance only, and not in reality, what it purports
17 to be. See, Black's Law Dictionary 1st Edition, page 2223.

18 //

19 //

20 //

21 **COMMERCIAL OATH AND VERIFICATION:**

22 County of Marion)

23) Commercial Oath and Verification

24 The State of South Carolina)

25 I, BRIAN VICTOR CHARLES, under my unlimited liability and Commercial Oath
26 proceeding in good faith being of sound mind states that the facts contained herein
27 are true, correct, complete and not misleading to the best of Affiant's knowledge
28 and belief under penalty of International Commercial Law and state this to be HIS

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1 Affidavit of Truth regarding same signed and sealed this 12TH day of FEBRUARY
2 in the year of Our Lord two thousand and twenty five:

3 proceeding sui juris, In Propria Persona, by Special Limited Appearance,
4 All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

5 By: Brian-Victor Charles

6 
7 Brian-Victor Charles, Authorized Representative,
8 Attorney-In-Fact, Secured Party,
Executor, national/internationally protected person
9 private bank(er) EIN # 9x-xxxxxxx

10 //

11 Let this document stand as truth before the Almighty Supreme Creator and let it be
12 established before men according as the scriptures saith: *"But if they will not listen,*
13 *take one or two others along, so that every matter may be established by the testimony of two*
14 *or three witnesses."* Matthew 18:16. *"In the mouth of two or three witnesses, shall every*
15 *word be established"* 2 Corinthians 13:1.

16 Sui juris, By Special Limited Appearance,

17 By: Veronica H. Sullivan
18 (WITNESS)

19 Sui juris, By Special Limited Appearance,

20 By: Barbara Henry-Dow
21 (WITNESS)

22 //

PROOF OF SERVICE

23 STATE OF SOUTH CAROLINA)

24) ss.

25 COUNTY OF MARION)

26 I competent, over the age of eighteen years, and not a party to the within
27 action. My mailing address is the BVC Private, care of: PO Box 1422, Marion, South
28 Carolina [29571]. On or before February 10, 2025, I served the within documents:

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1. **VERIFIED COMPLAINT FOR FRAUD, BREACH OF CONTRACT,**
2. **RACKETEERING, THEFT, EMBEZZLEMENT, CONSPIRACY, REPLEVIN OR**
3. **COMPENSATION, and SUMMARY JUDGEMENT AS A MATTER OF LAW.**

4. **Exhibits A and N**

5. **By United States Mail.** I enclosed the documents in a sealed envelope or
6. package addressed to the persons at the addresses listed below by placing the
7. envelope for collection and mailing, following our ordinary business practices. I
8. am readily familiar with this business's practice for collecting and processing
9. correspondence for mailing. On the same day that correspondence is placed for
10. collection and mailing, it is deposited in the ordinary course of business with the
11. United States Postal Service, in a sealed envelope with postage fully prepared. I am
12. a resident or employed in the county where the mailing occurred. The envelope or
13. package was placed in the mail in Marion County, South Carolina, and sent via
14. Registered Mail with a form 3811.

15. Sebastian Mackensen
16. C/o BMW NORTH AMERICA
17. 200 BMW Drive
WooDcliff Lake, New Jersey [07677-7731]
18. Registered Mail #**RF438603528US**

19. Birgit Boehm
C/o BMW VEHICLE OWNER TRUST 2020-A, BMW FINANCIAL
20. SERVICES NA, LLC
300 Chestnut Ridge Road
WooDcliff Lake, New Jersey [07677-7731]
21. Registered Mail #**RF438603531US**

22. John Minshev, Joey Vause
BMW OF FLORENCE
23. 2199 David H McLeod Boulevard Suite B
Florence, South Carolina [29501]
24. Registered Mail #**RF438603545**

25. On February 12, 2025, I served the within documents **by Electronic Service**.
26. Based on a court order and/ or an **agreement of the parties** to accept service by
27. electronic transmission, I caused the documents to be sent to the persons at the
28.

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1 electronic notification addresses listed below.

2 Sebastian Mackensen
C/o BMW NORTH AMERICA
3 200 BMW Drive
Woodcliff Lake, New Jersey [07677-7731]
4 CustomerRelations@bmwusa.com

5 Birgit Boehm
6 C/o BMW FINANCIAL SERVICES NA, LLC
300 Chestnut Ridge Road
7 Woodcliff Lake, New Jersey [07677-7731]
8 CustomerRelations@bmwusa.com

9 John Minshew, Joey Vause
BMW OF FLORENCE
10 2199 David H McLeod Boulevard Suite B
Florence, South Carolina [29501]
11 mchristenbury@fivestaronline.net
manderson@fivestarflorence.com
jminshew@fivestarflorence.com
12 jvause@fivestarflorence.com
13

14 I declare under penalty of perjury under the laws of the State of South
15 Carolina that the above is true and correct. Executed on February 12, 2025 on
16 Marion, South Carolina.

17 /s/Kaliq El-Amin/
18 Kaliq El-Amin

19 //
20 //
21 //
22 //
23 //
24 //

25 **NOTICE:**

26 Using a notary on this document does *not* constitute any adhesion, *nor does it alter*
27 *my status in any manner*. The purpose for notary is verification and identification
28 only and not for entrance into any foreign jurisdiction.

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ACKNOWLEDGEMENT:

State of South Carolina)
) ss.

County of MARION)

On this 12th day of February, 2025, before me, KALIQ EL-Amin, a Notary Public, personally appeared Brian Victor Charles, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kal El (Seal)

